

File Date: Dec 12, 2007

Case No: 07cv 6975

ATTACHMENT # 4

EXHIBIT _____

TAB (DESCRIPTION) Evidence "1-1"

From the Desk of
Violet A. Hooghkirk

Date: February 4, 2007

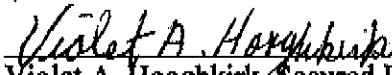
To: Lisa Madigan -Attorney General
500 S. Second Street
Springfield, Illinois 62706

Re: ABN AMRO Mortgage Group Inc,
File No: 2006-CONSC-00147651

Dear Lisa Madigan,

The Undersigned Secured Party is bringing to your attention (See attachments), a Mortgage Loan Document Audit of January 10, 2007 (showing thirty (30) violations). This is being sent to you because there maybe some violating laws and statutes of the State of Illinois.

Thank you for taking the time out.


Violet A. Hooghkirk, Secured Party
C/o 772 Barnaby Place
Wheeling, Illinois [60090]

Enclosure: Thirteen (13) Mortgage Loan Document Audit.

Cc: Lisa Madigan - Attorney General
100 W. Randolph Street, 12th Floor – Chicago, Illinois 60601
William G. Holland - Auditor General - 740 E. Ash Street - Springfield, Illinois 62703

Evidence "I-1"

ADVOCATES FOR JUSTICE

Linda J. Rougeux
AUDITOR

601 LITEL STREET, STE.#3
BUFFALO GAP, TEXAS 79508

325-572-4136 ~ OFFICE ~~~~ 325-572-5940 FAX

LROUGEUX@YAHOO.COM



Member of the National Association of Consumer Advocates

Mortgage Loan Document Audit

January 10, 2007

*Prepared
For*

Robert & Violet Hooghkirk

Evidence "I-1"

Client Information Sheet

Client:

Robert & Violet Hooghkirk

772 Barnaby Pl.

Wheeling, IL 60090

Lender(s):

LaSalle Home Mortgage

1350 East Touhy

Processing Dept.

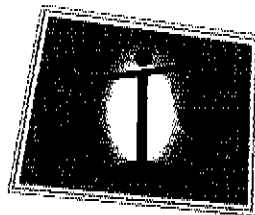
Suite 160W

Des Plaines, IL 60018

Loan #:0009000194

Broker: No Broker identifiable from documents provided

➤ ADVOCATES FOR JUSTICE ➤



Evidence "I-1"

Advocates for
JUSTICE

Loan Account Information

Robert & Violet Hooghkirk

Loan Amount:	\$100,000.00
Amount financed:	\$151,817.86
Payment Amount	\$632.07
APR	6.5623%
Interest Rate	6.5000%
Total of Payments	\$227,542.98
Total Finance Chgs.	\$128,746.53
Term	360 months - Fixed
Type	Conventional
Settlement date	01/28/2002 is date of note
Transaction	Refinance
Method	Unknown
Disbursal date	02/01/2002
Loan Commitment date:	12/18/2001
Current Servicer	Appears to be original lender

Legal Theory

PURPOSE OF TRUTH IN LENDING ACT:

Evidence "I-1"

Attempts it assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms and avoid uninformed use of credit.

TILA ENFORCEMENT PROVISIONS

15 USC §1601(a). Civil Remedies: Any Consumer harmed by a violation of TILA may bring a civil suit against the lender. Generally TILA provides for the following civil remedies;

- (1) Actual damages
- (2) Damages twice the amount of any finance charge in connection with the transaction
- (3) Damages not less than \$200 or greater than \$2000 for each violation
- (4) Reasonable Attorney's fees.

DEFENSES:

Unintentional Violations; Bona fide Errors

A lender or assignee may not be held liable for inadequate disclosures or defect in the right of rescission if the lender or assignee shows BY THE PREPONDERANCE of the evidence that the violation was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error. Examples of bona fide error include; but are not limited to, clerical, calculation, computer malfunction and programming, and printing errors. An error of legal judgment with respect to a person's TILA obligations is not considered a bona fide error.

CORRECTION OF ERRORS

A lender or assignee has no criminal, administrative, or civil liability under TILA for any failure to comply with its requirements, if within sixty (60) days after discovering an error, whether pursuant to a final written examination report, or a notice issued by a federal agency under section 1607 (e)(1) that the annual percentage rate or finance charge was inaccurately disclose to the borrower, or through the lender's or assignee's own procedures, and prior to the institution of an action under this section or the receipt of a written notice of the error from the obligor, the lender or the assignee notifies the person concerned of the error and makes whatever adjustments in the appropriate account are necessary to assure that the person will not be required to pay an amount in excess of the charge actually disclosed, or dollar equivalent of the annual percentage rate actually disclosed, whichever is lower. 15 USC §1640(b).

CRIMINAL LIABILITY:

Anyone who willingly or knowingly fails to comply with any requirement of the TILA will be fined not more than \$5,000 or imprisoned not more than one year, or both. TILA section 112.

CIVIL LIABILITY:

If a creditor fails to comply with any requirement of the TILA, other than with the advertising provisions, it may be held liable to the consumer for actual damages and court costs and reasonable attorney fees. The creditor may also be held liable for other damages arising out of individual or class action if certain requirements of the TILA are violated. TILA Sections 130 and 131.

RESPA

Creditor may be held liable to consumer for Failure to Comply with RESPA Section 8 Prohibitions, Regulation X, 24 CFR 3500 re kickbacks and unearned fees: (1) a fine of not more than \$10,000 or imprisonment for not more than one year, or both; (2) civil liability equal to three times the amount of any charge paid for such settlement service; and (3) the possibility that court costs and attorney's fees can be recovered.

Liability for Failure to Comply with any provision of Section 6 RESPA (24 CFR 3500.21) involving mortgage servicing transfers:

- (1) In individual action, an amount equal to the sum of
 - (A) Actual Damages
 - (B) Additional Charges as the court may allow, in the case of a pattern or practice of noncompliance, not to exceed \$1000; and
 - (C) The Costs of the action and any reasonable attorney's fees incurred in connection with the action may also be awarded.

Advocates for
JUSTICE

TILA VIOLATIONS

And Irregularities

Robert & Violet Hooghkirk

A consumer does not need to prove that the lender intended to violate the Truth in Lending Act in order to prove a violation.

Authorities:

In re Porter, 961 F.2d 1066, 1078 (3d Cir. 1992);
Wright v. Tower Loan of Mississippi, Inc., 679 F.2d 436, 445 (5th Cir.1982);
McGowan v. King, 569 F.2d 845, 849 (5th Cir. 1978);
Shepard v. Quality Siding and Window Factory, 730 F. Supp. 1295, 1299 (D. Del. 1990)
15 U.S.C. §§ 1601(a), 1602, 1635(a); Reg. Z, 12 C.F.R. § 226.23(a) (1)
Semar v. Platte Valley Fed. Sav. & Loan Ass'n, 791 F.2d 699, 704–705 (9th Cir. 1986);
Mills v. Home Equity Group, 871 F.Supp. 1482, 1485–86 (D.D.C. 1994)
S. Rep. No. 96-368, 96th Cong. 2d Sess. 28, *reprinted in*
1980 U.S. Code Cong. & Admin. News 236, 264

ASSIGNEE LIABILITY

If you find, by a preponderance of the evidence, that there was a failure to comply with the Truth in Lending Act, that the violation appeared on the face of the disclosure statement related to the contract that was assigned to Assignee, then you must return your verdict in favor of Consumer and against Assignee, on each contract for which you find the Truth in Lending Act requirements violated and award Consumer statutory damages.

Authorities:

15 U.S.C. § 1641(a) [or (e)]—depending on whether it is a real estate-secured loan]
Balderos v. City Chevrolet, 214 F.3d 849, 853 (7th Cir. 2000); *Green v. Levis Motors, Inc.*, 179 F.3d 286, 295 (5th Cir. 1999), *cert. denied*, 528 U.S. 1020 (1999)

Evidence “I-1”

BASIC REQUIREMENTS

1. Lender failed to provide the borrower with the required 3 day cooling off period prior to the signing of the loan documents. A complete set of loan documents were to be provided to borrower to take home and review. Regulation Z, Part 226 and USC 15 § 1601 et seq.
 - The disclosures must be made clearly and conspicuously, and in writing, and in a meaningful sequence. Finally, this law requires that the creditor provide to the consumer a copy of the written disclosure, in a form the consumer may keep, before the consumer signs the obligation. The failure to do any one of these things, or more than one of them, is a violation of the Truth in Lending Act.

Authorities:

15 U.S.C. §§ 1604(b), 1638(b) (1); Reg. Z, 12 C.F.R. §§ 226.17(a), (b), (c).

LOAN APPLICATION

2. Lender failed to provide that information about the Borrower's ability to repay the loan was requested.

VIOLATION: *Title 12 Code of Federal Regulation §226.34(a) (4)*

3. Lender failed to provide that the Borrower authorized access of credit and financial information as required by *12 USC § 3401/3404 et seq.*
4. There is no evidence that HUD Booklets regarding settlement and closing costs were provided to the borrower.

VIOLATION: *Pursuant 12 USC § 2604 et seq.*

APPRAISAL

5. As there was no copy of the appraisal included in the loan documents, the lender failed to provide that the appraisal meets FNMA/FHLMC standards for establishing value per FNMA/FHLMC MRI's/ALL Regs/12 USC §3349(a)(1) & (2)

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6. Lender failed to provide that appraiser meets licensing requirements. (\$1,000,000 < State Certified) per 12 USC §3342(1) or (2) & §3350(5) (A) (B) & (C)
7. Lender failed to provide that Borrower received a copy of the appraisal or disclosure informing them of their right to request a copy of the appraisal.

RIGHT TO RESCIND

8. Lender failed to provide that there is a notice of right to cancel or rescind included in the paperwork. (2 copies for each borrower and borrower's spouse).
Violation: Reg. Z §§ 226.5 (a)(1) and 226.17(a)(1), 15 USC 226.15(b) and 226.23 (b).
9. Lender failed to provide that Borrower was given right to cancel signed by both parties.

VIOLATION: Pursuant *12 Code of Federal Regulations, §226.18 et seq.*

10. Lender failed to provide that there was a separate form to cancel included in the paperwork.

VIOLATION: Pursuant *12 Code of Federal Regulations, §226.18 et seq.*

GOOD FAITH ESTIMATE

11. Lender failed to provide a Good Faith Estimate that has an OMB number. This provision is designed to deter the omission or insertion of misleading information. The requirement's purpose is to deter the implementation of a bait and switch schema.

Section 4(a) of RESPA mandates that HUD develops and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

VIOLATION: Pursuant *31 USC § 1901*

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12. Lender failed to provide a separate sheet for each of the charges summarized on the Good Faith Estimate.
13. Interest Rate not disclosed on Good Faith Estimate, as one was not provided.

SETTLEMENT STATEMENT

14. Lender failed to provide Settlement Statement disclosing interest rate.

VIOLATION: Pursuant *Title 12 Code of Federal Regulation, Section 226.18(j)*.

15. Lender failed to provide that each of the charges enumerated on the settlement statement were also presented on a separate sheet of paper.

NOTE AND MORTGAGE/ DEED OF TRUST

16. The lender failed to provide a complete copy of all the loan documents, signed by both the lender and the borrower, within three days of consummation. (Both the Lender and the Borrower must sign the Note and the Mortgage or Deed of Trust. Each signature must be notarized.)
17. Lender failed to provide that either the Note or Mortgage had an OMB number.

AUTHORITY: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

TRUTH IN LENDING DISCLOSURES

18. Lender failed to provide that the finance charge is presented in a separate disclosure on its own sheet of paper.

VIOLATION: *Reg. Z 226.18, 226.17(a) (1)*

19. Lender failed to provide that the finance charge disclosure form has an OMB number.

VIOLATION: Pursuant Title 12 and 31 USC § 1901

20. Lender failed to provide that any prepayment penalty was given as a separate disclosure.

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GENERAL DISCLOSURES

21. Lender failed to provide that Borrower was given all general disclosures.

VIOLATION: 15 USC Section 1638(a) (2) (B), (a) (9), (a) (11) and (a) (12) and Regulation Z, Part 226.17 et seq.

22. Lender failed to provide that the disclosures made in relation to the consumer credit transaction were made in the manner required by law.

VIOLATION: Title 12 Code of Federal Regulations Section 226.17(a) (1)

23. Lender failed to provide a statement that the consumer should refer to the appropriate contract document and clause for information about nonpayment, default, and the right to accelerate.

VIOLATION: *This is usually stated in the NOTE, but reference to it should be in a disclosure pursuant Title 12 Code of Federal regulation, section 226.18(p).*

UCC-1 LIEN

Consumer/Borrower needs to Verify

No UCC documents were present among the documents.

24. Lender failed to acquire a UCC -1 lien on the property as required and in contravention of Article 9 of the UCC.

The borrower must sign the UCC-1 papers for the original and each time the note is sold the borrower must sign again for each new assignee.

25. Lender failed to provide that the borrower signed papers acknowledging receipt of notice of the UCC-1 lien. No documents that reference any filings.

26. Lender failed to provide for each sale or transfer of the note to a new party that the borrower signed the UCC-1 lien papers. Consumer must verify that they did not sign any documents for transfer.

VIOLATION OF THE EQUAL CREDIT OPPORTUNITY ACT

Codified to 12 C.F.R. § 202.14j

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27. Lender failed to provide that certain disclosures were clear and conspicuous. Various documents among the loan paperwork were confusing.

Form of disclosures. A creditor that provides in writing any disclosures or information required by this regulation must provide the disclosures in a clear and conspicuous manner and, except for the disclosures required by §§ 202.5 and 202.13, in a form the applicant may retain.

28. Lender failed to provide that the loan application was present among the documents. Borrower does not recall filling an application form.
29. Thus, lender failed to properly assess borrower's ability to pay the loan.

"RESPA"
REAL ESTATE PROCEDURES ACT
VIOLATION

The Real Estate Settlement Procedures Act of 1974 (RESPA)
(12 USC 2601-17)
Amendment to TILA

30. If the note was sold or transferred, the lender failed to provide that notice was given to borrower within 15 days of the effective date of change in security interest. This violation dangerously exposes the borrower to double liability and misapplication of payments.

Evidence "I-1"

Advocates for
JUSTICE
Auditor's Notes

The overall lack of disclosures in this file makes it reasonable to assume that this loan was "thrown together" carelessly. It is also reasonable to infer that the borrower would have had a difficult time understanding the program entirely, as many of the most integral parts of the loan disclosures were omitted.

It should be noted that the Lender failed to give the borrowers the proper number of Right To Cancel forms...only ONE form was provided (4 were required). The Lender is obligated to provide each borrower with TWO copies of the Right To Cancel, as well as two copies to any non-borrowing spouse of actual borrower.

Irregularities to be noted:

No invoice for processing charge

Settlement charges are over 3% of loan amount; check state statutes to see limitations on cash-out refinance loans for acceptable settlement charges.

Verify that the prior loan payoffs were properly calculated. If properly calculated the amount of payoff of prior loan is a legitimate part of the amount financed. Here, too, it is necessary to go behind the face of things and determine how the creditor arrived at that payoff figure. If it includes any charges from prior loans which were "unearned" those unearned charges must be considered part of the finance charge in the new loan.

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LEGAL REMEDIES FOR MORTGAGE ABUSES

The single most important remedy for the homeowner facing foreclosure is:

The Truth in Lending Act, 15 U.S.C. §§1601 et seq. ("TILA"),

As amended by the Home Ownership and Equity Protection Act of 1994 ("HOEPA"), Pub. L. 103-325, 108 Stat. 2190, adding 15 U.S.C. §§1602(aa) and 1639, and implementing FRB Regulation Z, 12 C.F.R. part 226.

There is also an Official FRB Commentary, 12 C.F.R. part 226 Supp. I, which despite its name is a regulation issued under the Administrative Procedure Act, 5 U.S.C. §553, and entitled to be treated as such. The portions of Regulation Z and the Commentary implementing HOEPA were substantially revised in December 2001. 66 FR 65604 (Dec. 20, 2001).

"The legislative history [of TILA] makes crystal clear that lack of uniformity in the disclosure of the cost of credit was one of the major evils to be remedied by the Act."

(542 F.2d at 1231)

Note that an adhesion contract defense probably would be available even against a holder in due course of a negotiable instrument.

By: Patrick A. Randolph, Jr.
Professor of Law, UMKC School of Law
randolphp@umkc.edu

Respectfully Submitted by
Linda J. Rougeux

Evidence "I-1"

To Respondent(s):

ABN AMRO Mortgage Group, Inc.
Attn: Tom Goldstein – President/Chief Financial Officer
7159 Corkland Drive – Jacksonville, Florida 32258

LaSalle Bank NA

Attn: Norm Bobbin – Chief Executive Officer –
1355 W. Dundee – Buffalo Grove, Illinois 60089

ABN AMRO Mortgage Group, Inc.

Attn: Thomas A. Rosiello – Secretary –
135 South LaSalle Street – Chicago, Illinois 60603

From:

Violet A. Hooghkirk ©, Trustee,
Secured Party – Barnway Trust
c/o 772 Barnaby Place
Wheeling, Illinois [60090]

**NOTICE OF DEFAULT, AND ASSENT, DEMAND,
and SECOND NOTICE OF RIGHTS**

12th day of the month July, in the year two thousand and six, Anno Domini,

Re: Notice and Demand In Accordance With Treasury Directive 25-06 dated May 13, 2006.

Date: July 12, 2006

NOTICE OF DEFAULT and ASSENT

On the 31st day of the May month, in the year two thousand and six Tom Goldstein – President/Chief Financial Officer, including, but not limited to: ABN AMRO Mortgage Group, Inc., LaSalle Bank NA, and/or their Agents/Officers, other Co Parties Thomas A. Rosiello – Registered Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Registered Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell – Manager, Michael Jinga – Manager, Colleen Riddell – Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enuscu – Legal Administrative Assistant, Beth P. Ponder – Vice President, Customer Relations, Damien Bazan – Collections Department, Marilyn Rogers – Customer Relations, and Isolene B. Jones – Loan Admin/litigation, received a Three (3) page **Notice and Demand** that was **In Accordance With** Treasury Directive 25-06 dated May 13, 2006 from Presenter Secured Party – Creditor. Each Respondent(s), and/ or their Agents, other Co Parties had Ten (10) days, exclusive of the day of receipt to rebut this **Notice and Demand** point-for-point and acknowledge agreement to comply with this demand and the DIB IN FACT and that;

Notice and Demand In Accordance With Treasury Directive 25-06 was given to each Respondent(s) this was Actual and Constructive Notice that ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers is in violation of the U.S. Supreme Court decision in Hallenbeck vs. Leimert 295 U S 116, 122 (1935) and under the Erie and Clearfield Doctrines the individuals responsible can be held personally liable IN FACT and that;

Federal law requires all related Confidential Commercial Information including the unprocessed documents and instruments held by the Respondent(s) both be immediately presented before the authorized Treasury Data Integrity Board (TDIB) as prescribed in but not limited to Treasury Directives 25-06 and 16-14 IN FACT and that;

All current collection action must be suspended until the TDIB has issued its determination in this matter. Pursuant to Title V USC, applicable Treasury Directives and the **Notice and Demand** each Respondent(s) was to submit to the TDIB investigation for their discovery of both inculpatory and exculpatory evidence IN FACT and that;

Each Respondent(s) was required to present their records and provide full-disclosure to the TDIB. If their records reveal that the Each Respondent(s) received the instrument (bill of exchange now tendered) and did not return it to the issuer within seventy-two (72) hours with full disclosure notice on the documents of their rejection they are then under the mandates of the decision of the U.S. Supreme Court in HALLENBECK vs. LEIMERT, 295 U.S. 116, 122. Those agents who received the documents and failed act in accordance with the law and *stare decisis* are now responsible for the commercial face amount shown on the documents. By law the claim must be deemed discharged IN FACT and that;

If each Respondent(s) either cannot or are not willing to produce such records in the face of the evidence from the Undersigned Secured Party that the Secretary of the Treasury acknowledged the documents without dishonor then it is clear their position is contrary to that of the Secretary. See DAVILA vs. SHALALA, 848 F Supp. 1141 IN FACT and that;

Notice and Demand states in relative part – “Title 18, Section 1001 of the Federal Criminal Code prohibits anyone from knowingly presenting false records to the TDIB or into a court such as inaccurate or contradicted claims.” The Code decrees a penalty of five (5) years in prison and a \$10,000 fine for each such offense against each claimant IN FACT and that;

Notice and Demand states in relative part – Simply stated in this matter, the Undersigned Secured Party understands *the Treasury Data Integrity Board will seek to determine if the claimants received written notices of dishonor, a public act (not private) when both the Bill of Exchange documents were processed as directed and whether or not the accountings between the UCC Contract Trust office, and ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers match.* IN FACT.

Affiant did not receive any rebuttal or response point for point regarding the **Notice and Demand** that was **In Accordance With** Treasury Directive 25-06 dated May 13, 2006 on any point(s) or their item(s) from the Respondent(s). The **Notice and Demand** now stands as Fact and Truth in Commerce, a.k.a. “CONTRACT BY DEFAULT” and Affiant remains holder in due course of said real property IN FACT and that; Each Respondent, and/ or their Agents did not invoke the Fifth and sixth Amendment's of the Constitution for the United States of America. However, each were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. Certified mail article # 7005 0390 0002 8012 0775 See Attachments IN FACT and that;

DEMAND was, respectfully made to the named individual(s), Tom Goldstein – President/Chief Financial Officer, including, but not limited to: ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents/Officers, other Co Parties Thomas A. Rosiello – Registered Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Registered Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell – Manager, Michael Jinga – Manager, Colleen Riddell - Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enuscu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations, Damien Bazan – Collections Department, Marilyn Rogers – Customer Relations, and Isolene B. Jones - Loan Admin/litigation, to provide DISCLOSURE regarding his/her/its actions IN FACT and that;

Said named corporation/individual(s) Tom Goldstein – President/Chief Financial Officer, including, but not limited to: ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents/Officers, other Co

Parties Thomas A. Rosiello – Registered Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Registered Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell – Manager, Michael Jina – Manager, Colleen Riddell - Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enuscu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations, Damien Bazan – Collections Department, Marilyn Rogers – Customer Relations, and Isolene B. Jones - Loan Admin/litigation, **FAILED TO RESPOND** and/or **FAILED** to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions. IN FACT and that;

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103,6 *nemo debet bis vexari pro una et eaden Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment. [Translation: No one should be twice harassed for the same cause.] IN FACT and that;

CONTRACT BY DEFAULT: This is a perfected Contract by Tacit Procuration it is a STATUTE STAPLE, UCC CONFIRMATORY WRITING. Each Respondent is estopped by the “DOCTRINES OF ESTOPPEL” by “AGREEMENT/CONTRACT” and by “ESTOPPEL BY ACQUIESCENCE” by and through Tacit Procuration and all associated documents which is conclusive evidence that the Affiant is the superior lien holder IN FACT and that;

Affiant remains holder in due course of BOTH the duly discharged claims through **BONDED REGISTERED BILL OF EXCHANGE** and honored by each Respondent with acknowledgement from John W. Snow, Trustee in accordance with The Administrative Procedures Act 5 USC 706. Affiant holds the BOND pursuant to the Uniform Commercial Code in accordance with 31 CFR Part 203 IN FACT and that;

Affiant has demonstrated and according to and within administrative law, *Stare Decisis*, Therefore, there was never and there is not now any controversy, and this matter is settled AB INITIO, RES JUDICATTA, *Stare Decisis*, and this matter is NOW deemed discharged in regard to any obligation with prejudice now and forever IN FACT and that;

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7005 1160 0003 6066 6245, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1)

Sealed on or about this 3 day of the month Aug., in the Year of Our Lord Two Thousand and Six,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Ursula A. Houghbink,
Invoking U.C.C. 1-308 Without Prejudice

Parties at interest

Carol L. Tenyak – Registered Agent – ABN AMRO Mortgage Group, Inc
135 South LaSalle Street, Suite 925 – Chicago, Illinois 60603
Customer Service - Manager - ABN AMRO Mortgage Group, Inc –
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison –
Chicago, Illinois 60661-6400 - (no longer w/company or can't find)
John Purtell - Manager - LaSalle Bank NA –
135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144
Michael Jinga - Manager - LaSalle Bank NA – 4747 W. Irving Park Road - Chicago, Illinois 60641
Colleen Riddell - Loan Administration - Special Services Dept. ABN AMRO Mortgage
2600 West Big Beaver Road - Troy, Michigan 48084-3318
Marie Shiffman – Collections Equity Dept. - LaSalle Bank NA
4747 W. Irving Park Road - Chicago, Illinois 60641
Shaun - Supervisor - ABN AMRO Mortgage Group, Inc.
7159 Corklan Drive - Jacksonville, Florida 32258 Group, Inc.
Elena L. Enescu - Legal Administrative Assistant – ABN AMRO Mortgage
135 S. LaSalle Street - Chicago, Illinois 60603-0135
Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage
Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Damien Bazan – Collections Department - ABN AMRO Mortgage, Inc. –
4242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Marilyn Rogers – Customer Relations - ABN AMRO Mortgage, Inc. -
7159 Corklan Drive - Jacksonville, Florida 32258
Isolene B. Jones - Loan Admin/Litigation - ABN AMRO Mortgage Group, Inc.
7159 Corklan Drive - Jacksonville, Florida 32258 Group, Inc.

Cc: Robert McCallum of the, President's Corporate Fraud Task Force – DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General – 500 S. Second St. – Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor – Chicago, Illinois 60601
J. Russell George – Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW – Washington, D.C. 20224
Chief Information Officer – Treasury Data Integrity Board
1500 Pennsylvania Ave NW – Washington, D.C. 20224
Kevin Brown – CSB/IRS SPH Office – 5000 Ellin Rd – Lanham, Maryland 20706
Chief Special Procedure Handling Office – IRS – P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg – 401 14th Street SW Room 548 - Washington, D.C. 20227

CERTIFIED MAIL ARTICLE # 7005 0390 0002 8012 0775

NOTICE and DEMAND

In Accordance With Treasury Directive 25-06 this is Notice to the ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers. The Undersigned has acknowledgement from the Secretary of the Treasury without dishonor and Notice of that fact was served on ABN AMRO Mortgage Group, Inc., LaSalle Bank NA, and/or their Agents. Yet ABN AMRO Mortgage Group, Inc., LaSalle Bank NA, and/or their Agents is attempting to reject this legal and lawful Notice. *Therefore, all Confidential Commercial Information in this claim that has been discharged is to be presented to the authorized Treasury Data Integrity Board for determination as prescribed by law.* (See Treasury Directive 25-06) Accordingly, all collection action is to cease and desist until the Board had made its determination. Therefore, this is Actual and Constructive Notice that ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers is in violation of the U.S. Supreme Court decision in Hallenbeck vs. Leimert 295 U S 116, 122 (1935) and under the Erie and Clearfield Doctrines the individuals responsible can be held personally liable.

Respondents: Tom Goldstein – President/Chief Financial Officer - ABN AMRO Mortgage Group, Inc.
7159 Corkland Drive - Jacksonville, Florida 32258
Norm Bobbin – Chief Executive Officer - LaSalle Bank NA
1355 W. Dundee – Buffalo Grove, Illinois 60089
Thomas A. Rosiello – Secretary - ABN AMRO Mortgage Group, Inc
135 South LaSalle Street – Chicago, Illinois 60603
Carol L. Tenyak – Registered Agent – ABN AMRO Mortgage Group, Inc
135 South LaSalle Street, Suite 925 – Chicago, Illinois 60603
Customer Service - Manager - ABN AMRO Mortgage Group, Inc –
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison –
Chicago, Illinois 60661-6400 - (no longer w/company or can't find)
John Purtell - Manager - LaSalle Bank NA –
135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144
Michael Jinga - Manager - LaSalle Bank NA –
4747 W. Irving Park Road - Chicago, Illinois 60641
Colleen Riddell - Loan Administration/Special Services Dept-ABN AMRO Mortgage Group, Inc.
2600 West Big Beaver Road - Troy, Michigan 48084-3318
Marie Shiffman – Collections Equity Dept. - LaSalle Bank NA
4747 W. Irving Park Road - Chicago, Illinois 60641
Shaun - Supervisor - ABN AMRO Mortgage Group, Inc. -
7159 Corkland Drive - Jacksonville, Florida 32258 Group, Inc.
Elena L. Enuscu - Legal Administrative Assistant – ABN AMRO Mortgage
135 S. LaSalle Street - Chicago, Illinois 60603-0135
Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage
Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Damien Bazan – Collections Department - ABN AMRO Mortgage, Inc. –
4242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Merilyn Rogers – Customer Relations - ABN AMRO Mortgage, Inc. -
7159 Corkland Drive - Jacksonville, Florida 32258
Isolene B. Jones - Loan Admin/Litigation - ABN AMRO Mortgage Group, Inc.
7159 Corkland Drive - Jacksonville, Florida 32258 Group, Inc.

From: Violet A. Hooghkirk, Secured Party
 C/o Barnaby Place
 Wheeling, Illinois [60090]

Re: The Undersigned has received no written notice of dishonor from the private side of the Treasury. Furthermore, the issuing agents at ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers are now under the mandate of HALLENBECK vs. LEIMERT 295 U.S. 116, 122 and can be held personally responsible for the entire face amount of the discharged claim.

1. Federal law requires all related Confidential Commercial Information including the unprocessed documents and instruments held by the ABN AMRO Mortgage Group, Inc., office in 7159 Corkland Drive - Jacksonville, Florida 32258, including, but not limited to LaSalle Bank NA, office in 1355 W. Dundee - Buffalo Grove, Illinois 60089, including, but not limited to their Agents/Officers (Respondents above) both be immediately presented before the authorized Treasury Data Integrity Board (TDIB) as prescribed in but not limited to Treasury Directives 25-06 and 16-14.
2. All current collection action must be suspended until the TDIB has issued its determination in this matter.
3. Any future action must be in accordance with and under the mandates of Article VII of the Bill of Rights since these claims and discharges are bonded. The Secured Party personally holds a Silver Surety Bond.
4. The record shows that the tender made by the Undersigned Secured Party was received by ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers and was not dishonored from the private side of the Treasury. However, no ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers or representative has acknowledged to the Undersigned Secured Party any adjustment in the accounting as authorized by the Secretary of the Treasury and mandated by the applicable Treasury Directives.
5. The law and Treasury Directives require that the accounting records at ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers must match those of the Secretary of the Treasury. Valid Bill of Exchange documents acknowledged by the Secretary of the Treasury without dishonor have been determined by the U.S. Supreme Court to be "legal tender and currency."
6. Any agent of the ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers who fails to comply with the acknowledgement from the Secretary of the Treasury without dishonor can be held personally responsible and liable under the Erie and Clearfield Doctrines.
7. Pursuant to Title V USC, applicable Treasury Directives and this Notice and Demand the claimant ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers must now submit to the TDIB investigation for their discovery of both inculpatory and exculpatory evidence.
8. The claimants are now required to present their records and provide full-disclosure to the TDIB. If their records reveal that the ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers received the instrument and did not return it to the issuer within seventy-two (72) hours with full disclosure notice on the documents of their rejection they are then

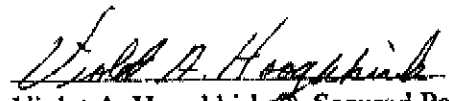
under the mandates of the decision of the U.S. Supreme Court in HALLENBECK vs. LEIMERT, 295 U.S. 116, 122. Those agents who received the documents and failed act in accordance with the law and *stare decisis* are now responsible for the commercial face amount shown on the documents. By law the claim must be deemed discharged.

9. If the claimants either cannot or are not willing to produce such records in the face of the evidence from the Undersigned Secured Party that the Secretary of the Treasury acknowledged the documents without dishonor then it is clear their position is contrary to that of the Secretary. See DAVILA vs. SHALALA, 848 F Supp. 1141.
10. Title 18, Section 1001 of the Federal Criminal Code prohibits anyone from knowingly presenting false records to the TDIB or into a court such as inaccurate or contradicted claims). The Code decrees a penalty of five (5) years in prison and a \$10,000 fine for each such offense against each claimant.
11. Simply stated in this matter, the Undersigned Secured Party understands *the Treasury Data Integrity Board will seek to determine if the claimants received written notices of dishonor, a public act (not private) when both the Bill of Exchange documents were processed as directed and whether or not the accountings between the UCC Contract Trust office, and ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers, including, but not limited to LaSalle Bank NA, and/or their Agents/Officers match.*

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS
NOTICE TO THE AGENTS IS NOTICE TO THE PRINCIPAL

Each Respondent listed has ten (10) days in which to rebut this Notice and Demand point-for-point and acknowledge agreement to comply with this demand and the DIB. A lack of response means each Respondent assents to this document and a fault; UCC 1-201(16) exists creating fraud through material misrepresentation, which vitiates all forms, contracts, agreements, etc. express or implied, from the beginning, UCC 1-103.

Date: May 13, 2006


Violet A. Hooghkirk, Secured Party

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General
100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
J. Russell George - Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Chief Information Officer - Treasury Data Integrity Board
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Kevin Brown - CSB/IRS SPH Office - 5000 Ellin Rd - Lanham, Maryland 20706
Robert Cloonan - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg - 401 14th Street SW Room 548 - Washington, D.C. 20227

To Respondent(s):

Chelsea Cove Condominium Association
Attn: David Cantwell -- President
624 Bridgeport -- Wheeling, Illinois 60090

Chelsea Cove Condominium Association
Attn: Jeffrey Meyers -- Secretary
775 Barnaby Place - Wheeling, Illinois 60090

From:

Violet A. Hooghkirk ©, Trustee,
Secured Party -- Barnway Trust
c/o 772 Barnaby Place
Wheeling, Illinois [60090]

**NOTICE OF DEFAULT, AND ASSENT, DEMAND,
and SECOND NOTICE OF RIGHTS**

14th day of the month July, in the year two thousand and six, Anno Domini,

Re: Notice and Demand In Accordance With Treasury Directive 25-06 dated May 13, 2006.

Date: July 14, 2006

NOTICE OF DEFAULT and ASSENT

On or about the 27th day of the May month, in the year two thousand and six David Cantwell -- President, including but not limited to Chelsea Cove Condominium Association, Jeffrey Meyers -- Secretary, and/or their Agents/Officers, and other Co Parties, received a Three (3) page **Notice and Demand** that was **In Accordance With** Treasury Directive 25-06 dated May 13, 2006 from Presenter Secured Party -- Creditor. Each Respondent(s), and/ or their Agents, and other Co Parties had Ten (10) days, exclusive of the day of receipt to rebut this **Notice and Demand** point-for-point and acknowledge agreement to comply with this demand and the DIB IN FACT and that;

Notice and Demand In Accordance With Treasury Directive 25-06 was given to each Respondent(s) this was Actual and Constructive Notice that David Cantwell -- President, including but not limited to Chelsea Cove Condominium Association, Jeffrey Meyers -- Secretary, and/or their Agents/Officers, and other Co Parties, is in violation of the U.S. Supreme Court decision in Hallenbeck vs. Leimert 295 U S 116, 122 (1935) and under the Erie and Clearfield Doctrines the individuals responsible can be held personally liable IN FACT and that;

Federal law requires all related Confidential Commercial Information including the unprocessed documents and instruments held by the Respondent(s) both be immediately presented before the authorized Treasury Data Integrity Board (TDIB) as prescribed in but not limited to Treasury Directives 25-06 and 16-14 IN FACT and that;

All current collection action must be suspended until the TDIB has issued its determination in this matter. Pursuant to Title V USC, applicable Treasury Directives and the **Notice and Demand** each Respondent(s) was to submit to the TDIB investigation for their discovery of both inculpatory and exculpatory evidence IN FACT and that;

Each Respondent(s) was required to present their records and provide full-disclosure to the TDIB. If their records reveal that the Each Respondent(s) received the instrument (bill of exchange now tendered) and did not return it to the issuer within seventy-two (72) hours with full disclosure notice on the documents of their rejection they are then under the mandates of the decision of the U.S. Supreme Court in HALLENBECK vs. LEIMERT, 295 U.S. 116, 122. Those agents who received the documents and failed

act in accordance with the law and *stare decisis* are now responsible for the commercial face amount shown on the documents. By law the claim must be deemed discharged IN FACT and that;

If each Respondent(s) either cannot or are not willing to produce such records in the face of the evidence from the Undersigned Secured Party that the Secretary of the Treasury acknowledged the documents without dishonor then it is clear their position is contrary to that of the Secretary. See DAVILA vs. SHALALA, 848 F Supp. 1141 IN FACT and that;

Notice and Demand states in relative part -- "Title 18, Section 1001 of the Federal Criminal Code prohibits anyone from knowingly presenting false records to the TDIB or into a court such as inaccurate or contradicted claims)." The Code decrees a penalty of five (5) years in prison and a \$10,000 fine for each such offense against each claimant IN FACT and that;

Simply stated in this matter, the Undersigned Secured Party understands *the Treasury Data Integrity Board will seek to determine if the claimants received written notices of dishonor, a public act (not private) when both the Bill of Exchange documents were processed as directed and whether or not the accountings between the UCC Contract Trust office, and Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary match.* IN FACT.

Affiant did not receive any rebuttal or response point for point regarding the **Notice and Demand** that was **In Accordance With** Treasury Directive 25-06 dated May 13, 2006 on any point(s) or their item(s) from the Respondent(s). The **Notice and Demand** now stands as Fact and Truth in Commerce, a.k.a. "CONTRACT BY DEFAULT" and Affiant remains holder in due course of said real property IN FACT and that; Each Respondent, and/ or their Agents did not invoke the Fifth and sixth Amendment's of the Constitution for the United States of America. However, each were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. Certified mail article # 7005 0390 0002 8012 0782, including Certificate of mailing dated May 24, 2006. See Attachments IN FACT and that;

DEMAND was, respectfully made to the named individual(s), David Cantwell – President, including but not limited to Chelsea Cove Condominium Association, Jeffrey Meyers – Secretary, and/or their Agents/Officers, and other Co Parties, to provide DISCLOSURE regarding his/her/its actions IN FACT and that;

Said named corporation/individual(s) David Cantwell – President, including but not limited to Chelsea Cove Condominium Association, Jeffrey Meyers – Secretary, and/or their Agents/Officers, and other Co Parties, FAILED TO RESPOND and/or FAILED to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions. IN FACT and that;

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103.6 *nemo debet bis vexari pro una et eadem Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment. [Translation: No one should be twice harassed for the same cause.] IN FACT and that;

CONTRACT BY DEFAULT: This is a perfected Contract by Tacit Procuration it is a STATUTE STAPLE, UCC CONFIRMATORY WRITING. Each Respondent is estopped by the "DOCTRINES OF ESTOPPEL" by "AGREEMENT/CONTRACT" and by "ESTOPPEL BY ACQUIESCENCE" by and through Tacit Procuration and all associated documents which is conclusive evidence that the Affiant is the superior lien holder IN FACT and that;

Affiant remains holder in due course of BOTH the duly discharged claims through **BONDED REGISTERED BILL OF EXCHANGE** and honored by each Respondent with acknowledgement from John W. Snow, Trustee in accordance with The Administrative Procedures Act 5 USC 706. Affiant holds the BOND pursuant to the Uniform Commercial Code in accordance with 31 CFR Part 203 IN FACT and that;

Affiant has demonstrated and according to and within administrative law, *Stare Decisis*, Therefore, there was never and there is not now any controversy, and this matter is settled **AB INITIO, RES JUDICATA, Stare Decisis**, and this matter is NOW deemed discharged in regard to any obligation with prejudice now and forever IN FACT and that;

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, **DEMAND IS FURTHER MADE** to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7005 1160 0003 6066 6252, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1)

Sealed on or about this 3 day of the month Aug. in the Year of Our Lord Two Thousand and Six,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Lislet A. Hooghkirk,
Invoking U.C.C. 1-308 Without Prejudice

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
J. Russell George - Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Chief Information Officer - Treasury Data Integrity Board
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Kevin Brown - CSB/IRS SPH Office - 5000 Ellin Rd - Lanham, Maryland 20706
Chief Special Procedure Handling Office - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg - 401 14th Street SW Room 548 - Washington, D.C. 20227

CERTIFIED MAIL ARTICLE # 7005 0390 0002 8012 0782

NOTICE and DEMAND

In Accordance With Treasury Directive 25-06 this is Notice to the Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary. The Undersigned has acknowledgement from the Secretary of the Treasury without dishonor and Notice of that fact was served on Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary. Yet Chelsea Cove Condominium Assoc., or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary is attempting to reject this legal and lawful Notice. *Therefore, all Confidential Commercial Information in this claim that has been discharged is to be presented to the authorized Treasury Data Integrity Board for determination as prescribed by law.* (See Treasury Directive 25-06) Accordingly, all collection action is to cease and desist until the Board had made its determination. Therefore, this is Actual and Constructive Notice that Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary is in violation of the U.S. Supreme Court decision in Hallenbeck vs. Leimert 295 U S 116, 122 (1935) and under the Erie and Clearfield Doctrines the individuals responsible can be held personally liable.

Respondents: David Cantwell – President - Chelsea Cove Condominium –
624 Bridgeport – Wheeling, Illinois 60090
Jeffrey Meyers – Secretary – Chelsea Cove Condominium –
775 Barnaby Place - Wheeling, Illinois 60090

From: Violet A. Hooghkirk, Secured Party
C/o Barnaby Place
Wheeling, Illinois [60090]

Re: The Undersigned has received no written notice of dishonor from the private side of the Treasury. Furthermore, the issuing agents at Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary are now under the mandate of HALLENBECK vs. LEIMERT 295 U.S. 116, 122 and can be held personally responsible for the entire face amount of the discharged claim.

1. Federal law requires all related Confidential Commercial Information including the unprocessed documents and instruments held by the Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary office in 624 Bridgeport – Wheeling, Illinois 60090 (Respondents above) both be immediately presented before the authorized Treasury Data Integrity Board (TDIB) as prescribed in but not limited to Treasury Directives 25-06 and 16-14.
2. All current collection action must be suspended until the TDIB has issued its determination in this matter.
3. Any future action must be in accordance with and under the mandates of Article VII of the Bill of Rights since these claims and discharges are bonded. The Secured Party personally holds a Silver Surety Bond.

4. The record shows that the tender made by the Undersigned Secured Party was received by Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary and was not dishonored from the private side of the Treasury. However, no Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary or representative has acknowledged to the Undersigned Secured Party any adjustment in the accounting as authorized by the Secretary of the Treasury and mandated by the applicable Treasury Directives.
5. The law and Treasury Directives require that the accounting records at Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary must match those of the Secretary of the Treasury. Valid Bill of Exchange documents acknowledged by the Secretary of the Treasury without dishonor have been determined by the U.S. Supreme Court to be “legal tender and currency.”
6. Any agent of the Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary who fails to comply with the acknowledgement from the Secretary of the Treasury without dishonor can be held personally responsible and liable under the Erie and Clearfield Doctrines.
7. Pursuant to Title V USC, applicable Treasury Directives and this Notice and Demand the claimant Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary must now submit to the TDIB investigation for their discovery of both inculpatory and exculpatory evidence.
8. The claimants are now required to present their records and provide full-disclosure to the TDIB. If their records reveal that the Chelsea Cove Condominium Assoc., and/or their Agents/Officers, including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary received the instrument and did not return it to the issuer within seventy-two (72) hours with full disclosure notice on the documents of their rejection they are then under the mandates of the decision of the U.S. Supreme Court in HALLENBECK vs. LEIMERT, 295 U.S. 116, 122. Those agents who received the documents and failed act in accordance with the law and *stare decisis* are now responsible for the commercial face amount shown on the documents. By law the claim must be deemed discharged.
9. If the claimants either cannot or are not willing to produce such records in the face of the evidence from the Undersigned Secured Party that the Secretary of the Treasury acknowledged the documents without dishonor then it is clear their position is contrary to that of the Secretary. See DAVILA vs. SHALALA, 848 F Supp. 1141.
10. Title 18, Section 1001 of the Federal Criminal Code prohibits anyone from knowingly presenting false records to the TDIB or into a court such as inaccurate or contradicted claims). The Code decrees a penalty of five (5) years in prison and a \$10,000 fine for each such offense against each claimant.
11. Simply stated in this matter, the Undersigned Secured Party understands *the Treasury Data Integrity Board will seek to determine if the claimants received written notices of dishonor, a public act (not private) when both the Bill of Exchange documents were processed as directed and whether or not the accountings between the UCC Contract Trust office, and Chelsea Cove Condominium Assoc., and/or their Agents/Officers,*

including, but not limited to David Cantwell – President, and Jeffrey Meyers – Registered Agent/Secretary match.

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS
NOTICE TO THE AGENTS IS NOTICE TO THE PRINCIPAL

Each Respondent listed has ten (10) days in which to rebut this Notice and Demand point-for-point and acknowledge agreement to comply with this demand and the DIB. A lack of response means each Respondent assents to this document and a fault; UCC 1-201(16) exists creating fraud through material misrepresentation, which vitiates all forms, contracts, agreements, etc. express or implied, from the beginning, UCC 1-103.

Date: May 13, 2006


Violet A. Hooghkirk © Secured Party

Cc: Robert McCallum of the, President's Corporate Fraud Task Force – DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General – 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General
100 W. Randolph Street, 12th Floor – Chicago, Illinois 60601
J. Russell George – Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW – Washington, D.C. 20224
Chief Information Officer – Treasury Data Integrity Board
1500 Pennsylvania Ave NW – Washington, D.C. 20224
Kevin Brown – CSB/IRS SPH Office – 5000 Ellin Rd – Lanham, Maryland 20706
Robert Cloonan – IRS – P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg – 401 14th Street SW Room 548 - Washington, D.C. 20227

To Respondent(s):

ABN AMRO Mortgage Group, Inc
Attn: Tom Goldstein - President - Chief Financial Officer
7159 Corkland Drive - Jacksonville, Florida 32258

ABN AMRO Mortgage Group, Inc
Attn: Thomas A. Rosiello - Secretary -
135 South LaSalle Street - Chicago, Illinois 60603

LaSalle Bank NA
Attn: Norm Bobbin - Chief Executive Officer -
1355 W. Dundee - Buffalo Grove, Illinois 60089

CODILIS & ASSOCIATES, P.C. (Third Party Interloper)
Attn: ERNEST CODILIS JR SAME, and /or your Agents
15W030 North Frontage Road, Suite 100 - Burr Ridge, Illinois 60527

From:

Violet A. Hooghkirk ©, Secured Party
c/o 772 Barnaby Place
Wheeling, Illinois [60090]

**NOTICE OF DEFAULT, AND ASSENT, DEMAND,
and SECOND NOTICE OF RIGHTS**

28th day of the December month, in the year two thousand and five, Anno Domini,

Re: Cease and Desist Collection Activities Prior to Validation of Purported Debt
Loan No#009000194 (through alleged file 14-05-D041)

Date: October 28, 2005

NOTICE OF DEFAULT

On the 13th day of the month October, in the year two thousand and five CODILIS & ASSOCIATES, P.C., and ERNEST CODILIS JR SAME, and /or your Agents received a Cease and Desist Collection Activities Prior to Validation of Purported Debt Dated 11-18-2005 from Presenter Secured Party - Creditor. Affiant did not receive any Rebuttal Point-for-Point, and/ or Affiant has never seen or been sent materials that Affiant ever contracted with CODILIS & ASSOCIATES, P.C., and ERNEST CODILIS JR SAME, and /or your Agents from any Respondent regarding the Cease and Desist Collection Activities Prior to Validation of Purported Debt - Notice and Demand which was sent out on December 2, 2005. CODILIS & ASSOCIATES, P.C., and ERNEST CODILIS JR SAME, and /or your Agents are in violation of Hallenbeck v. Leimert 295 US 116, 122. Each Respondent, and/ or their Agents did not invoke the Fifth and Sixth Amendment's of the Constitution for the United States of America. However, you were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. See Attachments.

DEMAND was, respectfully made to the named individual(s), CODILIS & ASSOCIATES, P.C., and ERNEST CODILIS JR SAME, and /or your Agents to provide DISCLOSURE regarding his/her/its actions.

Said named corporation/individual(s) CODILIS & ASSOCIATES, P.C., and ERNEST CODILIS JR SAME, and /or your Agents, including, but not limited to Kim Griffin - Paralegal FAILED TO

RESPOND and/or **FAILED** to provide **ANY** information or disclosure documents required by LAW, and demanded by the respondents notice and the questions.

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103,6 *nemo debet bis vexari pro una et eaden Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment.

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7005 1820 0000 1882 5906, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, under penalty of perjury.

Scaled this 29th day of the December month, in the Year of Our Lord Two Thousand and Five,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Lisa A. Madigan,
Invoking U.C.C. 1-308 Without Prejudice

Certified Mail Article No. 7003 2230 0007 6575 1346

Cc: Carol L. Tenyak – Agent - 135 South LaSalle Street, Suite 925 – Chicago, Illinois 60603
Robert McCallum of the, President's Corporate Fraud Task Force – Washington, D.C. 20530
Lisa Madigan - Attorney General – 500 S. Second St. – Springfield, Illinois 62706
Lisa Madigan - Attorney General – 100 W. Randolph Street, 12th Floor – Chicago, Illinois 60601
J. Russell George – Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW – Washington, D.C. 20224
Ira L. Hobbs – CIO – Treasury Data Integrity Board
1500 Pennsylvania Ave NW – Washington, D.C. 20224

Kevin Brown – CSB/IRS SPH Office – 5000 Ellin Rd – Lanham, Maryland 20706
Robert Cloonan – IRS – P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg – 401 14th Street SW Room 548 - Washington, D.C. 20227
Customer Service - Manager - ABN AMRO Mortgage Group, Inc –
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc
540 West Madison - Chicago, Illinois 60661-6400
John Purtell - Manager - LaSalle Bank NA – 135 S. LaSalle Street Dept 8144 -
Chicago, Illinois 60674-8144
Michael Jinga - Manager - LaSalle Bank NA -- 4747 W. Irving Park Road -
Chicago, Illinois 60641
Colleen Riddell - Loan Administration - Special Services Dept. ABN Amro Mortgage, Inc.
2600 West Big Beaver Read - Troy, Michigan 48084-3318
Marie Shiffman – Collections Equity Dept. - LaSalle Bank NA
4747 W. Irving Park Road - Chicago, Illinois 60641
Shaun - Supervisor - ABN AMRO Mortgage Group, Inc. -
7159 Corklan Drive - Jacksonville, Florida 32258
Elena L. Enescu - Legal Administrative Assistant – ABN AMRO Mortgage
Group, Inc. - 135 S. LaSalle Street - Chicago, Illinois 60603-0135
Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage
Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Damien Bazan -- Collections Department - ABN AMRO Mortgage, Inc. -
242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Merilyn Rogers – Customer Relations - ABN AMRO Mortgage, Inc.
7159 Corklan Drive - Jacksonville, Florida 32258

Certified Mail Article No. 7004 2510 0005 3326 2136

NOTICE AND DEMANDCertified Mail Article No. 7004/1350 0002 0399 5664

CODILIS & ASSOCIATES, P.C.

Attn: ERNEST CODILIS JR SAME, and/or your Agents

15W030 North Frontage Road, Suite 100

Burr Ridge, Illinois 60527

Violet A. Hooghkirk ©, Secured Party

C/o 772 Barnaby place

Wheeling, Illinois [60090]

Re: Loan #0009000194 (through alleged file 14-05-D041)

**CEASE AND DESIST COLLECTION ACTIVITIES
PRIOR TO VALIDATION OF PURPORTED DEBT**

Pursuant to the **Fair Debt Collection Practices Act, 15 U.S.C. Sec., 1601, 1692 et seq.**, this constitutes timely written Notice that I decline to pay the attached erroneous purported debt which is unsigned and unattested, and which I herein discharge and cancel in its entirety, with out dishonor, on the grounds of breach, false representation and fraud. This claim has been lawfully and fully discharged in accordance with The Administrative Procedures Act 5 USC 706 with acknowledgement from John W. Snow, Trustee, without dishonor.

15 U.S.C., Sec. 1692 (e) states that a "false, deceptive, and misleading presentation, in connection with the collection of any debt" includes the false representation of the character or legal status of any debt. It further identifies as a deceptive practice any threat to take any action which cannot be legally taken.

The Notice that CODILIS & ASSOCIATES, P.C. you, and your Agents/Officers have sent omits information which should have been disclosed, such vital citations, disclosing the agency's jurisdictional and statutory authority. Said Notice further contains false, deceptive and misleading representation, and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to them and to surrender certain substantive legal and statutory rights. To act upon this Notice would divest one of his/her property and their prerogative rights, resulting in a legal injury.

Pursuant to 15 U.S.C., Sec. 1692 (g)(4) **Validation of Debts.** If CODILIS & ASSOCIATES, P.C. you, and your Agents/Officers have evidence to validate your claim that the attached does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that within (10) days, CODILIS & ASSOCIATES, P.C. provide such validation and supporting evidence to substantiate your claim. Until the requirements of the **Fair Debt Practices Act** have been met and your claim is validated, you have no jurisdiction to continue any collection activities.

This is Constructive Notice that, absent the validation of your claim within (10) days, you must cease and desist any collection activity and are hereby prohibited from contacting me through the mail, by telephone, in person, at my home, or at work. You are further prohibited from contacting my bank, my employer or any third party. Each and every attempt of such contact, in violation of this act, will constitute harassment, defamation of character and will subject your agency and/or board including any and all agents in his/her/their capacity, who take part in such harassment and defamation to liability for actual damages, as well as statutory damages up to \$ 10,000.00 for each and every violation plus a further liability for legal fees to be paid to any counsel which I may retain. Furthermore, absent such validation of your claim, you are prohibited from filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any Credit Reporting Agency regarding this disputed purported debt.

Finally, pursuant to the **Fair Debt Collection Act, Title 15, U.S.C., Sec. 1692 (g)(8)**, as you are merely an "agency" or "board" acting on behalf of someone else, this is a Demand that you provide the name of the original "principal" or "holder in due course" for whom CODILIS & ASSOCIATES, P.C. you, and your Agents/Officers are attempting to collect this debt.

I hereby attest that, to the best of my knowledge and belief that the above information is true correct and complete.

By the Seal of,

Date: 11-18-05Violet A. Hooghkirk

Violet A. Hooghkirk ©, Secured Party -

- Creditor UCC 1-308

Cc: Tom Goldstein - President - Chief Financial Officer - ABN AMRO Mortgage Group, Inc -

7159 Corkland Drive – Jacksonville, Florida 32258
Robert McCallum of the, President's Corporate Fraud Task Force – Washington, D.C. 20530
Lisa Madigan - Attorney General – 500 S. Second St. – Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor – Chicago, Illinois 60601
William G. Holland, Auditor General – 740 E. Ash St. – Springfield, Illinois 62703
J. Russell George – Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW – Washington, D.C. 20224
Ira L. Hobbs - CIO – Treasury Data Integrity Board
1500 Pennsylvania Ave NW – Washington, D.C. 20224
Kevin Brown – CSB/IRS SPH Office – 5000 Ellin Rd – Lanham, Maryland 20706
Robert Cloonan – IRS – P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg – 401 14th Street SW Room 548 - Washington, D.C. 20227
Thomas A. Rosiello – Secretary - ABN AMRO Mortgage Group, Inc
135 South LaSalle Street – Chicago, Illinois 60603
Norm Bobbin – Chief Executive Officer - LaSalle Bank NA - 1355 W. Dundee –
Buffalo Grove, Illinois 60089
Carol L. Tenyak – Agent - 135 South LaSalle Street, Suite 925 – Chicago, Illinois 60603
Customer Service - Manager - ABN AMRO Mortgage Group, Inc – 2600 W. Big Beaver Road –
Troy, Michigan 48084-3326
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Michael Jinga - Manager - LaSalle Bank NA - 4747 W. Irving Park Road
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Colleen Riddell - Loan Administration - Special Services Dept. ABN AMRO Mortgage –
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Chicago, Illinois 60641
Shaun - Supervisor - ABN AMRO Mortgage Group, Inc. - 7159 Corkland Drive –
Jacksonville, Florida 32258
Elena L. Enuscu - Legal Administrative Assistant ABN AMRO Mortgage Group, Inc. –
135 S. LaSalle Street - Chicago, Illinois 60603-0135
Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage Group, Inc. -
7159 Corkland Drive - Jacksonville, Florida 32258
Damien Bazan – Collections Department - ABN AMRO Mortgage, Inc. -
4242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Merilyn Rogers – Customer Relations - ABN AMRO Mortgage, Inc. - 7159 Corkland Drive –
Jacksonville, Florida 32258



ERNEST J. CODILIS, JR.***
WILLIAM A. McALISTER*
GREGORY J. MOODY*

BERTON J. MALEY*
RICHARD S. SPENCER*
CHRISTINA BABAKITIS*
MARTIN POTTER*
THOMAS J. BELCZAK*
RHONDA PEEK*
JOHN F. RIZZUTO*

GLORIA C. TSOTSOS*
GUY PETRUZZELLI*
JOSE MORENO*
DANIEL C. WALTERS*
RACHAEL A. STOKAS*
MARK D. McCLAIN*
SHARON DEVOY*
JAMES R. RIEGEL*
PETER C. BASTIANEN**
MARICLARE O'CONNOR*
BROOKS E. BREHME*

LAW OFFICES

15W030 NORTH FRONTAGE ROAD
SUITE 100
BURR RIDGE, ILLINOIS 60527
(630) 794-5300 FAX: (630) 794-9869

*LICENSED IN IL.
**LICENSED IN IL, WI, MA
***LICENSED IN CO. FL, IL & TX

November 8, 2005

Violet Hooghkirk
772 Barnaby Place
Wheeling, IL 60090

RE: Mortgage Arrearage
ABN AMRO Mortgage Group, Incorporated
Loan # 00090000194
Our File 14-05-D041

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

Please be advised that your account has been referred to our firm for the institution of foreclosure proceedings against 772 Barnaby Place, Wheeling, IL 60090. Our firm is attempting to collect the debt that you owe the present creditor and any information we obtain will be used for that purpose.

In accordance with the above Act, you are hereby notified of the following information:

1. The amount of the debt: As of the date of this letter, you owe \$98,068.60. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (630) 794-5300.
2. The name of the creditor to whom the debt is owed: ABN AMRO Mortgage Group, Incorporated
3. Federal law gives you thirty (30) days after you receive this letter to dispute the validity of the debt or any part of it. If you don't dispute it within that period, we will assume that it is valid.
4. If you notify us in writing within thirty (30) days after receipt of this Notice that the debt or any portion thereof is disputed, we will obtain and mail you proof of the debt.
5. Also, if within the same 30 day period, you request the name and address of the original creditor, if different from the current creditor, we will furnish that information too.

Evidence "K-1"

6. The law does not require us to wait until the end of the thirty (30) day period before filing a foreclosure proceeding. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this letter, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

Sincerely,

CODILIS AND ASSOCIATES, P.C.

By: 

C&A No. 14-05-D041
Client Loan No. 0009000194

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Evidence "K-1"

To Respondent(s):

ABN AMRO Mortgage Group, Inc
Attn: Tom Goldstein – President/Chief Financial Officer
7159 Corkland Drive – Jacksonville, Florida 32258

ABN AMRO Mortgage Group, Inc]
Attn: Thomas A. Rosiello – Secretary
135 South LaSalle Street – Chicago, Illinois 60603

LaSalle Bank NA
Attn: Norm Bobbin – Chief Executive Officer
1355 W. Dundee – Buffalo Grove, Illinois 60089

CODILIS & ASSOCIATES, P.C. (Third Party Interloper)
Attn: ERNEST CODILIS JR SAME, and /or your Agents
15W030 North Frontage Road, Suite 100 - Burr Ridge, Illinois 60527

From:

Violet A. Hooghkirk ©, Trustee,
Secured Party – Barnway Trust
c/o 772 Barnaby Place
Wheeling, Illinois [60090]

**NOTICE OF DEFAULT, DEMAND,
and SECOND NOTICE OF RIGHTS**

1st day of the February month, in the year two thousand and six, Anno Domini,

Re: Affidavit of Obligation dated November 23, 2005.

Loan No#00900194 through alleged file 14-05-D041

Date: February 1, 2006

NOTICE OF DEFAULT

On the 13th day of the month December, in the year two thousand and five ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, Tom Goldstein – President/Chief Financial Officer, Thomas A. Rosiello – Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell – Manager, Michael Jinga – Manager, Colleen Riddell - Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enuscu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations, Damien Bazan – Collections Department, and Marilyn Rogers – Customer Relations, including, but not limited to: ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C., and their Agents/Officers received Affidavit of Obligation dated November 23, 2005 Certified mail article no. 7004 1350 0002 0399 5640 from Presenter Secured Party – Creditor. Affiant did not receive any Rebuttal Point-for-Point from any Respondent regarding Affidavit of Truth which now stands as Law and Truth in Commerce. Each Respondent, and/ or their Agents did not invoke the Fifth and sixth Amendment's of the Constitution for the United States of America. However, you were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. See Attachments.

DEMAND was, respectfully made to the named individual(s), ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, Tom Goldstein – President/Chief Financial Officer, Thomas A. Rosiello – Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell - Manager, Michael Jinga – Manager, Colleen Riddell -

Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enescu – Legal Administrative Assistant, Beth P. Ponder – Vice President, Customer Relations, Damien Bazan – Collections Department, and Marilyn Rogers – Customer Relations, including, but not limited to: ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C., and/or their Agents/Officers to provide DISCLOSURE regarding his/her/its actions.

Said named corporation/individual(s) ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and their Agents/Officers, including, but not limited to: ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C., and their Agents/ Officers FAILED TO RESPOND and/or FAILED to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions.

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103.6 *nemo debet bis vexari pro una et eadem Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment.

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: The Undersigned Affiant verifies that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7005 1820 0000 1742 8037 Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1).

Sealed this 3rd day of the November month, in the Year of Our Lord Two Thousand and Six,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Violet A. Hooghebaek
Invoking U.C.C. 1-308 Without Prejudice

Cc: Carol L. Tenyak – Agent - 135 South LaSalle Street, Suite 925 – Chicago, Illinois 60603

Robert McCallum of the, President's Corporate Fraud Task Force - DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
J. Russell George - Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Ira L. Hobbs - CIO - Treasury Data Integrity Board
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Kevin Brown - CSB/IRS SPH Office - 5000 Ellin Rd - Lanham, Maryland 20706
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Richard L. Gregg - 401 14th Street SW Room 548 - Washington, D.C. 20227
Customer Service - Manager - ABN AMRO Mortgage Group, Inc -
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison
Chicago, Illinois 60661-6400 - (no longer w/company or can't find)
John Purtell - Manager - LaSalle Bank NA -
135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144
Michael Jinga - Manager - LaSalle Bank NA - 4747 W. Irving Park Road -
Chicago, Illinois 60641
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Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Damien Bazan - Collections Department - ABN AMRO Mortgage, Inc. -
242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Marilyn Rogers - Customer Relations - ABN AMRO Mortgage, Inc.
7159 Corklan Drive - Jacksonville, Florida 32258
Isolene B. Jones- Loan Admin/litigation - ABN AMRO Mortgage Group, Inc
7159 Corkland Drive - Jacksonville, Florida 32258

Certified Mail Article No. 7004 1350 0002 0399 5657

Violet A. Hooghkirk
C/o 772 Barnaby Place - Wheeling, Illinois [60090]
AFFIDAVIT OF OBLIGATION

Codilis & Associates, P.C., **Respondents**
Attn: Ernest J. Codilis Jr. Same
15W030 North Frontage Road, Suite 100
Burr Ridge, Illinois 60527

ALL PARTIES ARE HEREBY PUT ON NOTICE

I am the Secured Party authorized to speak for and respond on behalf VIOLET A. HOOGHKIRK and, frankly, I am puzzled. I have reviewed all of the documents sent by Codilis & Associates, P.C., (**Respondents**) in this matter and I cannot find any agreement signed by VIOLET A. HOOGHKIRK with Codilis & Associates, P.C., (**Respondents**) by agreement. I find ONE agreement with ABN AMRO Mortgage Group, Inc. but nowhere is the name Codilis & Associates, P.C., (**Respondents**) identified or listed on the record. The claims by ABN AMRO Mortgage Group, Inc. have been discharged; without dishonor by the Trustee, John W. Snow, in accordance with The Administration Procedure Act at 5 USC 706.

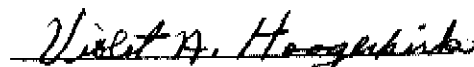
The federal and state Codes of Civil Procedure Sections that are applicable in this matter make it clear that any third party who takes any collection action in a matter is required to be a first or second party of record. According to the documents received by the Secured Party, Codilis & Associates, P.C., (**Respondents**) are not in compliance.

Therefore, this Actual and Constructive Notice that you are required by law to provide me your specific written and certified Delegation of Authority and your written acceptance by signed Agreement signed by *all parties* that Ernest J. Codilis Jr. Same and/or Codilis & Associates, P.C., (**Respondents**) are a first or second party to any agreement. As the Secured Party I have no record of ever signing any agreement with Ernest J. Codilis Jr. Same, and/or Codilis & Associates, P.C., (**Respondents**)

NOTICE: it is not true that Ernest J. Codilis Jr. Same, and/or Codilis & Associates, P.C., (**Respondents**) or any other third party is authorized, hired or licensed to represent CLAIMANTS herein, nor ever contracted to have represented CLAIMANTS with CLAIMANT'S understanding with knowledgeable, voluntary and intentional consent or license to Respondents to represent Claimants herein, and; whereby, if any acts and actions of said third parties have risen to the level perceived by any court as representation of CLAIMANT by any attorney including the above cited Respondents who are third party interlopers, said named third parties are hereby fired from the beginning to now and forward.

RESPONDENTS HAS TEN (10) DAYS IN WHICH TO REBUT THIS AFFIDAVIT, FROM RECEIPT OF THIS CERTIFIED MAIL, UCC 1-204. A LACK OF RESPONSE ON THE PART OF EACH MEANS ASSENT TO THIS AFFIDAVIT AND A FAULT, UCC1-201(16) EXISTS CREATING FRAUD THROUGH MATERIAL MISPRESENTATION WHICH VITIATES ALL FORMS, CONTRACTS, AGREEMENTS, ETC. EXPRESSED OR IMPLIED, FROM THE BEGINNING, UCC 1-103.

Date: 11-23-05


Violet A. Hooghkirk, Secured Party for
Alleged Debtors

CC: Tom Goldstein - President - Chief Financial Officer - ABN AMRO Mortgage Group, Inc
7159 Corkland Drive - Jacksonville, Florida 32258

Thomas A. Rosicello – Secretary - ABN AMRO Mortgage Group, Inc
135 South LaSalle Street – Chicago, Illinois 60603
Carol L. Tenyak – Agent - 135 South LaSalle Street, Suite 925 –
Chicago, Illinois 60603
Customer Service - Manager - ABN AMRO Mortgage Group, Inc –
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
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Kevin Brown – CSB/IRS SPH Office – 5000 Ellin Rd – Lanham, Maryland 20706
Robert Cloonan – IRS – P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg – 401 14th Street SW Room 548 - Washington, D.C. 20227

To Respondent(s):

ABN AMRO Mortgage Group, Inc.
Attn: Tom Goldstein – President/Chief Financial Officer
7159 Corkland Drive – Jacksonville, Florida 32258

ABN AMRO Mortgage Group, Inc.
Attn: Thomas A. Rosiello – Secretary
135 South LaSalle Street – Chicago, Illinois 60603

LaSalle Bank NA
Attn: Norm Bobbin – Chief Executive Officer –
1355 W. Dundee – Buffalo Grove, Illinois 60089

CODILIS & ASSOCIATES, P.C. (Third Party Interloper)
Attn: ERNEST CODILIS JR SAME, and /or your Agents
15W030 North Frontage Road, Suite 100 - Burr Ridge, Illinois 60527

From:

Violet A. Hooghkirk ©, Trustee,
Secured Party – Barnway Trust
c/o 772 Barnaby Place
Wheeling, Illinois [60090]

**NOTICE OF DEFAULT, DEMAND,
and SECOND NOTICE OF RIGHTS**

25th day of the February month, in the year two thousand and six, Anno Domini,

Re: Notice and Demand dated January 9, 2006.

Loan No#00900194 through alleged file 14-05-D041

Date: February 25, 2006

NOTICE OF DEFAULT

On the 30th day of the month January, in the year two thousand and six ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and their Agents/ Officers, including, but not limited to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, Tom Goldstein – President/Chief Financial Officer, Thomas A. Rosiello – Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell – Manager, Michael Jinga – Manager, Colleen Riddell – Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enuscu – Legal Administrative Assistant, Beth P. Ponder – Vice President, Customer Relations, Damien Bazan – Collections Department, and Marilyn Rogers – Customer Relations, received Notice and Demand dated January 9, 2006, from Presenter Secured Party – Creditor. As states within the letter “The Undersigned Secured Party has satisfied the requirement of administrative law in this matter based on the Notice of Default as of the 28th day of December, in the year two thousand and five, absent the validation of your claim and response. The Undersigned, Secured Party is presenting all documents as evidence to: Lisa Madigan - Attorney General for investigation and disposition.” The letter goes on to state “This is Notice and Demand that ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and/or your Agents must Cease and Desist immediately now and forever from any and all collection action and are hereby prohibited from contacting the Undersigned through the mail, by telephone, in person, at my home, or at work.”, Further states ” The Undersigned, Secured Party would like to make it clear that ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and your Agents understand that according to the **Fair Debt Collection Practices Act**, CODILIS & ASSOCIATES, P.C., and their Agents/ Officers are in violation of various sections of the **Fair Debt Collection Practices Act** (See Attachment) for details. CODILIS & ASSOCIATES, P.C., and their Agents/ Officers are merely a third party interloper, you, and your Agents are in violation of and can be held personally liable under the Erie and Clearfield Doctrines.”, and “ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C., or your Agents are now instructed to carefully respect the Undersigned, Secured Party’s legal and lawful rights in this matter. As a result of the Notice of Default any future mail will be considered fraudulent. See In Public Clearing House v. Coyne, 194 U.S. 497, 506-508, this Court said: “such printed matter or merchandise as may seem objectionable to local policy.” All documentation in this matter from this time forward will be forwarded over to:

Lisa Madigan - Attorney General for investigation and disposition." Affiant did not receive any Rebuttal Point-for-Point from any Claimant/Respondent regarding Notice and Demand which now currently stands as Law and Truth in Commerce. Each Respondent, and/ or their Agents did not invoke the Fifth and sixth Amendment's of the Constitution for the United States of America. However, you were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. See Attachments.

DEMAND was, respectfully made to the named individual(s), ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and their Agents/ Officers, including, but not limited to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, Tom Goldstein - President/Chief Financial Officer, Thomas A. Rosiello - Secretary, Norm Bobbin - Chief Executive Officer, Carol L. Tenyak - Agent, Customer Service - Manager, Tim Nuss - Manager, John Purtell - Manager, Michael Jinga - Manager, Colleen Riddell - Loan Administration, Marie Shiffman - Collections Equity Dept., Shaun - Supervisor, Elena L. Enuscu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations, Damien Bazan - Collections Department, and Marilyn Rogers - Customer Relations to provide DISCLOSURE regarding his/her/its actions.

Said named corporation/individual(s) ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and their Agents/ Officers, including, but not limited to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, Tom Goldstein - President/Chief Financial Officer, Thomas A. Rosiello - Secretary, Norm Bobbin - Chief Executive Officer, Carol L. Tenyak - Agent, Customer Service - Manager, Tim Nuss - Manager, John Purtell - Manager, Michael Jinga - Manager, Colleen Riddell - Loan Administration, Marie Shiffman - Collections Equity Dept., Shaun - Supervisor, Elena L. Enuscu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations, Damien Bazan - Collections Department, and Marilyn Rogers - Customer Relations FAILED TO RESPOND and/or FAILED to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions.

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103.6 *nemo debet bis vexari pro una et eadem Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment.

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL. NUMBER 7225/820 0006/822 7450. Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this

service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the United States of America Title 28 USC 1746 (1)

Sealed this 26th day of the February month, in the Year of Our Lord Two Thousand and Six,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Violet A. Hargrave,
Invoking U.C.C. 1-308 Without Prejudice

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
J. Russell George - Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Ira L. Hobbs - CIO - Treasury Data Integrity Board
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Kevin Brown - CSB/IRS SPH Office - 5000 Ellin Rd - Lanham, Maryland 20706
Robert Cloonan - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg - 401 14th Street SW Room 548 - Washington, D.C. 20227
Carol L. Tenyak - Agent - 135 South LaSalle Street, Suite 925 - Chicago, Illinois 60603
Customer Service - Manager - ABN AMRO Mortgage Group, Inc -
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison
Chicago, Illinois 60661-6400 - (no longer w/company or can't find)
John Purtell - Manager - LaSalle Bank NA -
135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144
Michael Jina - Manager - LaSalle Bank NA - 4747 W. Irving Park Road -
Chicago, Illinois 60641
Colleen Riddell - Loan Administration - Special Services Dept. ABN Amro Mortgage, Inc.
2600 West Big Beaver Road - Troy, Michigan 48084-3318
Marie Shiffman - Collections Equity Dept. - LaSalle Bank NA
4747 W. Irving Park Road - Chicago, Illinois 60641
Shaun - Supervisor - ABN AMRO Mortgage Group, Inc. -
7159 Corkland Drive - Jacksonville, Florida 32258
Elena L. Enescu - Legal Administrative Assistant - ABN AMRO Mortgage
Group, Inc. - 135 S. LaSalle Street - Chicago, Illinois 60603-0135
Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage
Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Damien Bazan - Collections Department - ABN AMRO Mortgage, Inc. -
242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Merilyn Rogers - Customer Relations - ABN AMRO Mortgage, Inc.
7159 Corkland Drive - Jacksonville, Florida 32258
Isolene B. Jones - Loan Admin/litigation - ABN AMRO Mortgage Group, Inc
7159 Corkland Drive - Jacksonville, Florida 32258

**From the Memo Desk of
Violet A. Hooghkirk**

Certified mail Article No 70051820 0000 1882 7931

CODILIS & ASSOCIATES, P.C.
Attn: ERNEST CODILIS JR SAME,
and /or your Agents
15W030 North Frontage Road, Suite 100
Burr Ridge, Illinois 60527

Violet A. Hooghkirk ©, Trustee,
Secured Party – Barway Trust
c/o 772 Barnaby Place
Wheeling, Illinois [60090]

Re: (See Attached).

Dear ERNEST CODILIS JR SAME, and Agents

Date: January 9, 2006

It appears that ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or agents are continuing to attempt to make themselves a party to this action regarding Loan #0009000194 through alleged file 14-05-D041. You are merely a third party interloper.

Enclosed herein please find a copy of the legal procedure as referenced in the UCC Addendum. I am required by law to inform you, and/or you're Agents of this legal Commercial matter.

The Undersigned, Secured Party would like to make it clear that ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and your Agents understand that according to the **Fair Debt Collection Practices Act**, CODILIS & ASSOCIATES, P.C., and their Agents/ Officers are in violation of various sections of the **Fair Debt Collection Practices Act** (See Attachment) for details. CODILIS & ASSOCIATES, P.C., and their Agents/ Officers are merely a third party interloper, you, and your Agents are in violation of and can be held personally liable under the Erie and Clearfield Doctrines.

The Undersigned Secured Party has satisfied the requirement of administrative law in this matter based on the Notice of Default as of the 28th day of December, in the year two thousand and five, absent the validation of your claim and response. The Undersigned, Secured Party is presenting all documents as evidence to: Lisa Madigan - Attorney General for investigation and disposition.

This is Notice and Demand that ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and/or your Agents must Cease and Desist immediately now and forever from any and all collection action and are hereby prohibited from contacting the Undersigned through the mail, by telephone, in person, at my home, or at work.


ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C., or your Agents are now instructed to carefully respect the Undersigned, Secured Party's legal and lawful rights in this matter. As a result of the Notice of Default any future mail will be

considered fraudulent. See In Public Clearing House v. Coyne, 194 U.S. 497, 506-508, this Court said: "such printed matter or merchandise as may seem objectionable to local policy." All documentation in this matter from this time forward will be forwarded over to: Lisa Madigan - Attorney General for investigation and disposition.

ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and/or your Agents are further prohibited from contacting my bank, my employer or any third party. Each and every attempt of such contact, in violation of this act, will constitute harassment, defamation of character and will subject your agency and/or board including any and all agents in his/her/their capacity, who take part in such harassment and defamation to liability for actual damages, as well as statutory damages up to \$ 10,000.00 for each and every violation plus a further liability for legal fees to be paid to any counsel which I may retain. Furthermore, since you are in Default, absent such validation of your claim, you are prohibited from filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any Credit Reporting Agency regarding this disputed purported debt.

Sincerely,

By the seal of,


Violet A. Hooghkirk ©, Trustee,
Secured Party - Creditor

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor -
Chicago, Illinois 60601
Tom Goldstein - President - Chief Financial Officer - ABN AMRO Mortgage Group, Inc
Mortgage Group, Inc - 7159 Corkland Drive - Jacksonville, Florida 32258
Thomas A. Rosiello - Secretary - ABN AMRO Mortgage Group, Inc
135 South LaSalle Street - Chicago, Illinois 60603
Carol L. Tenyak - Agent - 135 South LaSalle Street, Suite 925 -
Chicago, Illinois 60603
J. Russell George - Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Ira L. Hobbs - CIO - Treasury Data Integrity Board
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Kevin Brown - CSB/IRS SPH Office - 5000 Ellin Rd - Lanham, Maryland 20706
Robert Cloonan - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg - 401 14th Street SW Room 548 - Washington, D.C. 20227
Customer Service - Manager - ABN AMRO Mortgage Group, Inc -
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
Tim Nuss - Manager - ABN Amro Mortgage Group, Inc - 540 West Madison -
Chicago, Illinois 60661-6400 (no longer w/company or can't locate)
John Purtell - Manager - LaSalle Bank NA - 135 S. LaSalle Street Dept 8144 -

Chicago, Illinois 60674-8144
Michael Jina - Manager - LaSalle Bank NA - 4747 W. Irving Park Road
Chicago, Illinois 60641
Colleen Riddell - Loan Administration - Special Services Dept. ABN Amro Mortgage
2600 West Big Beaver Road - Troy, Michigan 48084-3318
Marie Shiffman - Collections Equity Dept. - LaSalle Bank NA
4747 W. Irving Park Road - Chicago, Illinois 60641
Shaun - Supervisor - ABN AMRO Mortgage Group, Inc. -
7159 Corklan Drive - Jacksonville, Florida 32258 Group, Inc.
Elena L. Enescu - Legal Administrative Assistant - ABN AMRO Mortgage
135 S. LaSalle Street - Chicago, Illinois 60603-0135
Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage
Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Norm Bobbin - Chief Executive Officer - LaSalle Bank NA - 1355 W. Dundee Road
Buffalo Grove, Illinois 60089
Damien Bazan - Collections Department - ABN AMRO Mortgage, Inc. -
4242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Marilyn Rogers - Customer Relations - ABN AMRO Mortgage, Inc. -
7159 Corklan Drive - Jacksonville, Florida 32258

To Respondent(s):

ABN AMRO Mortgage Group, Inc
Attn: Tom Goldstein -- President - Chief Financial Officer
7159 Corkland Drive -- Jacksonville, Florida 32258

ABN AMRO Mortgage Group, Inc
Attn: Thomas A. Rosiello -- Secretary -
135 South LaSalle Street -- Chicago, Illinois 60603

LaSalle Bank NA
Attn: Norm Bobbin -- Chief Executive Officer --
1355 W. Dundee -- Buffalo Grove, Illinois 60089

CODILIS & ASSOCIATES, P.C. (Third Party Interloper)
Attn: ERNEST CODILIS JR SAME, and /or your Agents
15W030 North Frontage Road, Suite 100 - Burr Ridge, Illinois 60527

From:

Violet A. Hooghkirk ©, Secured Party
c/o 772 Barnaby Place
Wheeling, Illinois [60090]

**NOTICE OF DEFAULT, AND ASSENT, DEMAND,
and SECOND NOTICE OF RIGHTS**

9th day of the December month, in the year two thousand and five, Anno Domini,

Re: Affidavit of Truth - dated, November 10, 2005
Loan Number #0009000194

Date: December 9, 2005

NOTICE OF DEFAULT

On the 21st day of the month November, in the year two thousand and five ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, Tom Goldstein -- President - Chief Financial Officer, Thomas A. Rosiello -- Secretary, Norm Bobbin -- Chief Executive Officer, Carol L. Tenyak -- Agent, Customer Service -- Manager, Tim Nuss -- Manager, John Purtell -- Manager, Michael Jinga -- Manager, Colleen Riddell -- Loan Administration, Marie Shiffman -- Collections Equity Dept., Shaun -- Supervisor, Elena I. Enuscu -- Legal Administrative Assistant, Beth P. Ponder -- Vice President, Customer Relations, Damien Bazan -- Collections Department, and Mcrilyn Rogers -- Customer Relations, including, but not limited to: ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C. (Third Party Interloper), and their Agents/ Officers received an Affidavit of Truth dated, November 10, 2005 from Presenter - Secured Party -- Creditor. Affiant did not receive any Rebuttal Point-for-Point from any Respondent regarding Affidavit of Truth which now stands as Law and Truth in Commerce. Each Respondent, and/ or their Agents/Officers did not invoke the Fifth and Sixth Amendment's of the Constitution for the United States of America. However, you were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. See Attachments.

DEMAND was, respectfully made to the named corporation/ individual(s), ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, Tom Goldstein -- President - Chief Financial Officer, Thomas A. Rosiello -- Secretary, Norm Bobbin -- Chief Executive Officer, Carol L. Tenyak -- Agent, Customer Service -- Manager, Tim Nuss -- Manager, John Purtell -- Manager, Michael Jinga -- Manager, Colleen

Riddell - Loan Administration, Marie Shiffman - Collections Equity Dept., Shaun - Supervisor, Elena L. Enuscu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations, Damien Bazan - Collections Department, and Merilyn Rogers - Customer Relations, including, but not limited to: ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C. (Third Party Interloper), and their Agents/ Officers to provide DISCLOSURE regarding his/her/its actions.

Said named corporation/individual(s) ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and their Agents/Officers, including, but not limited to: ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C. (Third Party Interloper), and their Agents/ Officers FAILED TO RESPOND and/or FAILED to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions.

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103,6 *nemo debet bis vexari pro una et eaden Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment.

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7003 2260 0007 6575 1063, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, under penalty of perjury.

Sealed this 9th day of the December month, in the Year of Our Lord Two Thousand and Five,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Walter H. Haggard,
Invoking U.C.C. 1-308 Without Prejudice

Cc: Carol L. Tenyak - Agent - 135 South LaSalle Street, Suite 925 - Chicago, Illinois 60603

Certified Mail Article No. 7003 2260 0007 6575 1247

Robert McCallum of the, President's Corporate Fraud Task Force – Washington, D.C. 20530
Lisa Madigan - Attorney General – 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General – 100 W. Randolph Street, 12th Floor – Chicago, Illinois 60601
J. Russell George – Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW – Washington, D.C. 20224
Ira L. Hobbs – CIO – Treasury Data Integrity Board
1500 Pennsylvania Ave NW – Washington, D.C. 20224
Kevin Brown – CSB/IRS SPII Office – 5000 Ellin Rd – Lanham, Maryland 20706
Robert Cloonan – IRS – P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg – 401 14th Street SW Room 548 - Washington, D.C. 20227
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2600 W. Big Beaver Road - Troy, Michigan 48084-3326
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Chicago, Illinois 60674-8144
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7159 Corklan Drive - Jacksonville, Florida 32258
Elena L. Enuscu - Legal Administrative Assistant – ABN AMRO Mortgage
Group, Inc. - 135 S. LaSalle Street - Chicago, Illinois 60603-0135
Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage
Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Damien Bazan – Collections Department - ABN AMRO Mortgage, Inc. -
242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Merilyn Rogers – Customer Relations - ABN AMRO Mortgage, Inc.
7159 Corklan Drive - Jacksonville, Florida 32258

AFFIDAVIT of TRUTH

State of Illinois)
 County of Cook)

To Respondents: Tom Goldstein – President - Chief Financial Officer - ABN AMRO Mortgage Group, Inc
 7159 Corkland Drive – Jacksonville, Florida 32258
 Thomas A. Rosiello – Secretary - ABN AMRO Mortgage Group, Inc
 135 South LaSalle Street – Chicago, Illinois 60603
 Carol L. Tenyak – Agent - 135 South LaSalle Street, Suite 925 --
 Chicago, Illinois 60603
 Customer Service - Manager - ABN AMRO Mortgage Group, Inc –
 2600 W. Big Beaver Road - Troy, Michigan 48084-3326
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 540 West Madison - Chicago, Illinois 60661-6400
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 Chicago, Illinois 60674-8144
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 Mortgage - 2600 West Big Beaver Road - Troy, Michigan 48084-3318
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 Group, Inc. - 135 S. LaSalle Street - Chicago, Illinois 60603-0135
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 Norm Bobbin – Chief Executive Officer - LaSalle Bank NA
 1355 W. Dundee – Buffalo Grove, Illinois 60089
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 4242 N. Harlem Avenue - Norridge, Illinois 60706-1204
 Marilyn Rogers – Customer Relations - ABN AMRO Mortgage, Inc.
 7159 Corkland Drive - Jacksonville, Florida 32258
 Third Party Interloper Ernest J. Codilis Jr. Same – Codilis & Associates, P.C. -
 15W030 North Frontage Road, Suite 100 - Burr Ridge, Illinois 60527

Re: The Tendered Bonded Registered Bill of Exchange (Unprocessed)
 Loan #0009000194 through alleged file 14-05-D041

The Undersigned Affiant, Violet A. Hooghkirk © -- Secured Party, hereinafter "Affiant" does solemnly swear, declare and state as follows:

1. Affiant is competent to state to the matters set forth herein.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct, and complete, admissible as evidence, and if called upon as a witness, Affiant will testify to their veracity.

Plain Statement of Facts

4. Affiant has no record of any contract with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C.

5. Affiant has never seen or been sent materials that Affiant ever contracted with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C.
6. It appears that Ernest J. Codilis Jr. Same – Codilis & Associates, P.C., and their Agents/Officers are attempting to interject themselves as a third party interloper to this action. Regarding Loan #0009000194 through alleged file 14-05-D041.
7. Affiant is in receipt of a Bonded *Notice by Affidavit for Notice of Consequence for Infringement of Copyright, Trademark or Trade-Name*. Affiant, Secured Party has a commercial unlimited security interest and common law right in and to my Copyright, Trademark or Trade-Name without prejudice, UCC 1-308. See United States Codes 15 USC § 1125, and 18 USC § 3571.
8. According to the acceptance of the Debtor's collateral for securing contractual obligation in the favor of the Affiant, Secured Party, the documentation that is in your possession has already been bonded with a Silver Surety Bond (Performance Bond) in accordance with CFR 31 at Part 203, accepted for value. This property is exempt from Levy/Lien. See attached copy of the filed UCC-1 Financing Statement that both state and federal courts now acknowledge holds a prior superior claim to this report.
9. Affiant, Secured Party and the alleged Debtor has not given consent or approval for ERNEST CODILIS JR SAME, and/or your Agents/ Officers any authorized permission in use and/ or usage of my Copyright, Trademark or Trade-Name.
10. Affiant is in possession of a newly revised contract with and not dishonored by ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents in that they have acknowledged, and deposited credits into an interest-bearing Escrow Account as of *December 20, 2004, January 27, 2005, February 15, 2005, March 24, 2005, April 21, 2005, June 3, 2005, June 3, 2005, and, July 20, 2005.*
11. Affiant already sent out a newly revised instrument of the original agreement with receipt that Affiant has in her possession. As of July 19, 2005 ABN AMRO Mortgage, Inc, LaSalle Bank NA, and/or their Agents in that they have accepted and endorsed Affiant's revised instrument with acknowledgment receipt.
12. Affiant already has in her possession a newly revised and deposited not dishonored contract on the front, and back of the Instrument which reads "Endorsement of this Instrument acknowledges full discharge of this claim" by ABN AMRO Mortgage, Inc, LaSalle Bank NA, and/or their Agents in that they have accepted and endorsed Affiant's newly revised contracted instrument as of July 19, 2005 with acknowledgment receipt.
13. Affiant filed and recorded UCC 1 with the Secretary of the State, of Illinois UCC Div. In lieu of Affiant's vested interest regarding Loan #0009000194 through alleged file 14-05-D041.
14. Affiant perfected her UCC claim by filing and recording it in the County of Cook, of Illinois, in which Affiant now holds a perfected interest, and has the highest claim regarding Loan #0009000194 through alleged file 14-05-D041. See Diversified Metal Products vs. T-Bow Company Trust, IRS 93-405-E-EJL et al, 1993.
15. Affiant has already tendered a negotiable instrument not rejected within 72 hours with full disclosure by ABN AMRO Mortgage, Inc, LaSalle Bank NA, and/or their Agents/ Officers. ABN AMRO Mortgage, Inc, LaSalle Bank NA, and their Agents/ Officers are now mandated under HALLENBECK vs. LEIMERT 295 US 116, 122 (1935), and can now be held personally liable under the Eric and Clearfield Doctrines. Affiant can no longer be held accountable or liable for the face amount claim and all obligations are now discharged. The documents have already been received by the Secretary of the Treasury and honored by John W. Snow, in accordance with the Administration Procedure Act at 5 U.S.C. 706, and forwarded over to the Analysis and Control Division of the IRS to be processed and discharged through Affiant's Personal UCC Contract Trust.

Verification

16. The Undersigned Affiant, Violet A. Hooghkirk ©, Secured Party, certifies on Affiant's commercial liability that Affiant has read this Affidavit and issues the same with intent and understanding of purpose and does solemnly swear, declare and state that the statements, allegations, demands and contents contained herein are true, correct, and complete, not misleading, the truth, the whole truth and nothing but the truth.

**NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS
NOTICE TO THE AGENTS IS NOTICE TO THE PRINCIPAL**

**EACH RESPONDENT HAS TEN (10) DAYS IN WHICH TO REBUT THIS AFFIDAVIT
POINT-FOR-POINT, FROM RECEIPT OF THIS AFFIDAVIT, UCC 1-204. A LACK OF
RESPONSE FROM EACH RESPONDENT MEANS ASSENT TO THIS AFFIDAVIT AND
A FAULT, UCC1-201(16) EXISTS CREATING FRAUD THROUGH MATERIAL
MISPRESENTATION WHICH VITIATES ALL FORMS, CONTRACTS, AGREEMENTS,
ETC. EXPRESSED OR IMPLIED, FROM THE BEGINNING, UCC 1-103.**

FURTHER AFFLIANT SAITH NOT

Date: November 10, 2005

Signed

Violet A. Hooghkirk
Violet A. Hooghkirk ©, Secured Party
C/o 772 Barnaby Place
Wheeling, Illinois [60090]

**Cc: Robert McCallum of the, President's Corporate Fraud Task Force – Washington, D.C. 20530
Lisa Madigan - Attorney General – 500 S. Second St. – Springfield, Illinois 62706
Lisa Madigan - Attorney General – 100 W. Randolph Street, 12th Floor – Chicago, Illinois 60601
J. Russell George – Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW – Washington, D.C. 20224
Ira L. Hobbs – CIO – Treasury Data Integrity Board
1500 Pennsylvania Ave NW – Washington, D.C. 20224
Kevin Brown – CSB/IRS SPH Office – 5000 Ellin Rd – Lanham, Maryland 20706
Robert Cloonan – IRS – P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg – 401 14th Street SW Room 548 - Washington, D.C. 20227**

Certified Mail Article No. 7005 0390 0004 2805 7475
7005 1820 0000 1873 8084

To Respondent(s):

ABN AMRO Mortgage Group, Inc.
 Attn: Tom Goldstein – President/Chief Financial Officer
 7159 Corkland Drive – Jacksonville, Florida 32258

ABN AMRO Mortgage Group, Inc.
 Attn: Thomas A. Rosiello – Secretary
 135 South LaSalle Street – Chicago, Illinois 60603

LaSalle Bank NA
 Attn: Norm Bobbin – Chief Executive Officer –
 1355 W. Dundee – Buffalo Grove, Illinois 60089

ABN AMRO Mortgage Group, Inc.
 C/o CODILIS & ASSOCIATES, P.C. (Third Party Interloper)
 Attn: ERNEST CODILIS JR SAME, and /or your Agents
 135 South LaSalle Street – Chicago, Illinois 60603

From:

Violet A. Hooghkirk ©, Trustee,
 Secured Party – Barnway Trust
 c/o 772 Barnaby Place
 Wheeling, Illinois 60090

**NOTICE OF DEFAULT, AND ASSENT, DEMAND,
 and SECOND NOTICE OF RIGHTS**

14th day of the February month, in the year two thousand and six, Anno Domini,

Re: Affidavit of Truth (Supplement) dated February 1, 2006.

Loan No#00900194

Date: March 14, 2006

NOTICE OF DEFAULT

On the 1st day of the month March, in the year two thousand and six to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, Tom Goldstein – President/Chief Financial Officer, Thomas A. Rosiello – Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Registered Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell – Manager, Michael Jinga – Manager, Colleen Riddell – Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enescu – Legal Administrative Assistant, Beth P. Ponder – Vice President, Customer Relations, Damien Bazan – Collections Department, and Marilyn Rogers – Customer Relations, Isolene B. Jones- Loan Admin/litigation, including, but not limited to ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and/or their Agents/Officers, received Affidavit of Truth (Supplement) dated February 1, 2006 from Presenter Secured Party – Creditor. As stated within the Affidavit of Truth (Supplement) point #4 “As of this date Affiant has no record of any contract with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C.” Goes on to state regarding point #5 “As of this date Affiant has never seen or received materials that Affiant ever contracted with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C.” It further states in point #6 “It appears that ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents continue to attempt to make themselves a party to this action regarding Loan #0009000194 through alleged file 14-05-D041. He is merely a third party interloper.” And point #18 “Affiant on January 28, 2006 sent out a Notice and Demand to ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents that they must Cease and Desist immediately now and forever from any and all collection activity in this matter. As stated in the letter “ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents are now instructed to carefully respect the Undersigned, Secured Party’s legal and lawful rights in this matter. ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C., and/or your Agents, and due to the Notice of Default any future mail will be considered

fraudulent. See In Public Clearing House v. Coyne, 194 U.S. 497, 506-508, this Court said: "such printed matter or merchandise as may seem objectionable to local policy." Affiant sent along with Notice and Demand the documents." ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and their Agents and according to the **Fair Debt Collection Practices Act**, ERNEST CODILIS JR SAME on behalf of CODILIS & ASSOCIATES, P.C., and their Agents/Officers are in violation of various sections of the **Fair Debt Collection Practices Act**. ERNEST CODILIS JR SAME on behalf of CODILIS & ASSOCIATES, P.C., and their Agents/Officers are merely a third party interloper, and are NOW in violation of and can be held personally liable under the Erie and Clearfield Doctrines. ABN AMRO Mortgage Group, Inc., LaSalle Bank NA, and/or their Agents/Officers have failed to act upon this legal tender. Affiant did not receive any Rebuttal Point-for-Point from Claimants/Respondents regarding Affidavit of Truth (Supplement) dated February 1, 2006 which currently stands as Law and Truth in Commerce. The Negotiable Instruments which it was not rejected within 72 hours with full disclosure. Both the Letter of Advice is now "**Void where prohibited by Law**" ABN AMRO Mortgage Group, Inc., LaSalle Bank NA, and/or their Agents/Officers are now mandated under HELLENBECK vs. LEIMERT, 296 U.S. 116, 122, and can now be held personally liable under the Erie and Clearfield Doctrines. Under law and *stare desis* the Undersigned Secured Party can no longer be held accountable or liable for the face amount and all obligations are now discharged in their entirety. Again there is no controversy in this matter. Each Respondent, and/ or their Agents did not invoke the Fifth and sixth Amendment's of the Constitution for the United States of America. However, you were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. See Attachments.

DEMAND was, respectfully made to the named individual(s), ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, Tom Goldstein – President/Chief Financial Officer, Thomas A. Rosiello – Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Registered Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell – Manager, Michael Jinga – Manager, Colleen Riddell - Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enuscu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations, Damien Bazan – Collections Department, and Marilyn Rogers – Customer Relations, Isolene B. Jones- Loan Admin/litigation, including, but not limited to ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and/or their Agents/Officers, to provide DISCLOSURE regarding his/her/its actions.

Said named corporation/individual(s) ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, Tom Goldstein – President/Chief Financial Officer, Thomas A. Rosiello – Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Registered Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell – Manager, Michael Jinga – Manager, Colleen Riddell - Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enuscu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations, Damien Bazan – Collections Department, and Marilyn Rogers – Customer Relations, Isolene B. Jones- Loan Admin/litigation, including, but not limited to ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and/or their Agents/Officers, FAILED TO RESPOND and/or FAILED to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions.

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103.6 *nemo debet bis vexari pro una et eaden Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment.

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hogemann, 743 F2d-1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7003 2260 0007 6575 1445, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1)

Sealed this 15th day of the March month, in the Year of Our Lord Two Thousand and Six,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Walter A. Houghbink,
Invoking U.C.C. 1-308 Without Prejudice

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
J. Russell George - Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Ira L. Hobbs - CIO - Treasury Data Integrity Board
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Kevin Brown - CSB/IRS SPH Office - 5000 Ellin Rd - Lanham, Maryland 20706
Robert Cloonan - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg - 401 14th Street SW Room 548 - Washington, D.C. 20227
Carol L. Tenyak - Registered Agent
135 South LaSalle Street, Suite 925 - Chicago, Illinois 60603
Customer Service - Manager - ABN AMRO Mortgage Group, Inc -
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison
Chicago, Illinois 60661-6400 - (no longer w/company or can't find)

John Purtell - Manager - LaSalle Bank NA -
135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144
Michael Jina - Manager - LaSalle Bank NA - 4747 W. Irving Park Road -
Chicago, Illinois 60641
Colleen Riddell - Loan Administration - Special Services Dept. ABN Amro Mortgage, Inc.
2600 West Big Beaver Road - Troy, Michigan 48084-3318
Marie Shiffman - Collections Equity Dept. - LaSalle Bank NA
4747 W. Irving Park Road - Chicago, Illinois 60641
Shaun - Supervisor - ABN AMRO Mortgage Group, Inc. -
7159 Corklan Drive - Jacksonville, Florida 32258
Elena L. Enuscu - Legal Administrative Assistant - ABN AMRO Mortgage
Group, Inc. - 135 S. LaSalle Street - Chicago, Illinois 60603-0135
Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage
Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Damien Bazan - Collections Department - ABN AMRO Mortgage, Inc. -
242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Merilyn Rogers - Customer Relations - ABN AMRO Mortgage, Inc.
7159 Corklan Drive - Jacksonville, Florida 32258
Isolene B. Jones - Loan Admin/litigation - ABN AMRO Mortgage Group, Inc
7159 Corkland Drive - Jacksonville, Florida 32258

**AFFIDAVIT of TRUTH
(Supplement)**

State of Illinois)
County of Cook)

To Respondents: Tom Goldstein – President/Chief Financial Officer – ABN AMRO Mortgage Group, Inc - 7159 Corkland Drive – Jacksonville, Florida 32258
Thomas A. Rosiello -- Secretary - ABN AMRO Mortgage Group, Inc
135 South LaSalle Street – Chicago, Illinois 60603
Carol L. Tenyak – Registered Agent - 135 South LaSalle Street, Suite 925 – Chicago, Illinois 60603
Customer Service - Manager - ABN AMRO Mortgage Group, Inc --
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison
Chicago, Illinois 60661-6400 - (no longer w/company or can't find)
John Purtell - Manager - LaSalle Bank NA –
135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144
Michael Jina - Manager - LaSalle Bank NA –
4747 W. Irving Park Road - Chicago, Illinois 60641
Colleen Riddell - Loan Administration - Special Services Dept. ABN Amro
Mortgage - 2600 West Big Beaver Road - Troy, Michigan 48084-3318
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Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Norm Bobbin – Chief Executive Officer - LaSalle Bank NA
1355 W. Dundee – Buffalo Grove, Illinois 60089
Damien Bazan – Collections Department - ABN AMRO Mortgage, Inc. -
4242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Marilyn Rogers – Customer Relations - ABN AMRO Mortgage, Inc.
7159 Corkland Drive - Jacksonville, Florida 32258
Isolene B. Jones- Loan Admin/litigation - ABN AMRO Mortgage Group, Inc
7159 Corkland Drive - Jacksonville, Florida 32258
(Third Party Interloper) Ernest J. Codilis Jr. Same – Codilis & Associates, P.C. -
15W030 North Frontage Road, Suite 100 - Burr Ridge, Illinois 60527

Re: The tendered Bonded Registered Bill of Exchange
Loan #0009000194 through alleged file 14-05-D041

The Undersigned Affiant, Violet A. Hooghkirk © – Secured Party, hereinafter “Affiant” does solemnly swear, declare and state as follows:

1. Affiant is competent to state to the matters set forth herein.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct, and complete, admissible as evidence, and if called upon as a witness, Affiant will testify to their veracity.

Plain Statement of Facts

4. As of this date Affiant has no record of any contract with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C.
5. As of this date Affiant has never seen or received materials that Affiant ever contracted with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C.
6. It appears that ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents continue to attempt to make themselves a party to this action regarding Loan #0009000194 through alleged file 14-05-D041. He is merely a third party interloper.
7. Affiant received a letter dated November 8, 2005 a styled that appeared to be an alleged notice pursuant to the fair debt collection practices act from an ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents attempting to make themselves a party to this action regarding Loan #0009000194 through alleged file 14-05-D041. For response see line Nine (9) and line Ten (10)
8. Affiant on November 16, 2005 sent an Affidavit of Truth to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents/Officers including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents. Affiant stated the fact that Affiant has no record of any contract with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C., and has never seen or received materials that Affiant ever contracted with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C. Each Respondent/ Claimant had 10 days to respond from Affiant's Affidavit of Truth. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7004 1350 0002 0399 5626.
9. Affiant on December 2, 2005 sent out a Cease and Desist Collection Activities Prior to Validation of Purported Debt Notice in response to a letter dated November 8, 2005 to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents, including, but not limited to Tom Goldstein – President/Chief Financial Officer, Michael Jinga – Manager, John Purtell – Manager, Customer Service – Manager, Tim Nuss – Manager, Colleen Riddell - Loan Administration, Marie Shiffman -- Collections Equity Dept, Shaun – Supervisor, Elena L. Enescu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations - Gerard Arpey now (Norm Bobbin) - Chief Executive Officer, Thomas A. Rosiello – Secretary, John Purtell – Manager, and Damien Bazan – Collections Department. As stated "Pursuant to the **Fair Debt Collection Practices Act, 15 U.S.C. Sec., 1601, 1692 et seq**, this constitutes timely written Notice that I decline to pay the attached erroneous purported debt which is unsigned and unattested, and which I herein discharge and cancel in its entirety, with out dishonor, on the grounds of breach, false representation and fraud. This claim has been lawfully and fully discharged in accordance with The Administrative Procedures Act 5 USC 706 with acknowledgement from John W. Snow, Trustee, without dishonor." and also stated "Pursuant to 15 U.S.C., Sec. 1692 (g)(4) **Validation of Debts**. If CODILIS & ASSOCIATES, P.C. you, and your Agents/Officers have evidence to validate your claim that the attached does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that within (10) days, CODILIS & ASSOCIATES, P.C. provide such validation and supporting evidence to substantiate your claim. Until the requirements of the **Fair Debt Practices Act** have been met and your claim is validated, you have no jurisdiction to continue any collection activities." November 8, 2005. Each Respondents/ Claimants had 10 days to respond from Affiant's Cease and Desist Collection Activities Prior to Validation of Purported Debt. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7004 1350 0002 0399 5664.
10. Affiant on December 10, 2005 sent an Affidavit of Obligation in response to a letter dated November 8, 2005 to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents, including, but not limited to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA,

and/or their Agents/Officers. Affiant gave as stated "NOTICE: it is not true that Ernest J. Codilis Jr. Same, and/or Codilis & Associates, P.C., (**Respondents**) or any other third party is authorized, hired or licensed to represent CLAIMANTS herein, nor ever contracted to have represented CLAIMANTS with CLAIMANT'S understanding with knowledgeable, voluntary and intentional consent or license to Respondents to represent Claimants herein, and; whereby, if any acts and actions of said third parties have risen to the level perceived by any court as representation of CLAIMANT by any attorney including the above cited Respondents who are third party interlopers, said named third parties are hereby fired from the beginning to now and forward." In which each claimant had 10 days to respond. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7004 1350 0002 0399 5640.

11. Affiant has not received any Point-for-Point Rebuttal from ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents in lieu of Affiant's Affidavit of Truth dated November 10, 2005.
12. Affiant on December 15, 2005 sent out a Notice of Default, Assent, Demand, and Second Notice of Rights to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents regarding Affiant's Affidavit of Truth dated November 10, 2005. Affiant has not received any Point-for-Point Rebuttal, and this document now stands as Law and Truth in Commerce. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7003 2260 0007 6575 1063.
13. Affiant on December 15, 2005 sent out a Legal Procedure letter to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents, including, but not limited to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents/Officers. Naming CODILIS & ASSOCIATES, P.C. as a debtor (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7003 2260 0007 6575 1070.
14. Affiant has not received any Point-for-Point Rebuttal from ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents in lieu of Affiant's Cease and Desist Collection Activities Prior to Validation of Purported Debt dated November 18, 2005.
15. Affiant on January 6, 2006 sent out a Notice of Default, Assent, Demand, and Second Notice of Rights to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents regarding Affiant's Cease and Desist Collection Activities Prior to Validation of Purported Debt, the document that now stands as Law and Truth in Commerce. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7005 1820 0000 1882 5906.
16. Affiant received in one envelope three letters dated December 16, 2005, December 17, 2005, and December 23, 2005 which appear to be from a debt collector alleging this was a response to a request from ABN AMRO for detail of estimated amounts for loan reinstatement. There were from ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents attempting to collect a debt which has already been tendered and discharged. ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents are attempting to continue to make themselves a party to this action regarding Loan #0009000194 through alleged file 14-05-D041. Affiant returned the alleged debt collection papers back to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., and/or their Agents along with Affiant's Cease and Desist Collection Activities Prior to Validation of Purported Debt dated November 18, 2005, and Affidavit of Obligation dated November 23, 2005. For response see line Nine (9) and line Ten (10)

17. Affiant on December 31, 2005 sent a letter to Tom Goldstein President/Chief Financial Officer regarding these the alleged letters dated December 16, 2005, December 17, 2005, and December 23, 2005 that Affiant received. See line Six (6) in which Affiant explained that she has no Record of ever making and/or sending out any correspondence requesting documents as stated by these letters 1) Copy of the Note and Mortgage, 2) Payment history, and 3) Reinstatement and Payoff letter. Subsequent correspondences received by Affiant regarding this matter are only secondary. The Secured Party has never requested these documents, so the documents were returned. Affiant requested that ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers provide Affiant with a copy of the original request their office received. No such document has been received as of this date. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7005 1820 0000 1882 5883.
18. Affiant on January 28, 2006 sent out a Notice and Demand to ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents that they must Cease and Desist immediately now and forever from any and all collection activity in this matter. As stated in the letter "ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents are now instructed to carefully respect the Undersigned, Secured Party's legal and lawful rights in this matter. ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C., and/or your Agents, and due to the Notice of Default any future mail will be considered fraudulent. See In Public Clearing House v. Coyne, 194 U.S. 497, 506-508, this Court said: 'such printed matter or merchandise as may seem objectionable to local policy.'" Affiant sent along with Notice and Demand the documents. See line Nine (9) and Twelve (12) (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7005 1820 0000 1882 7931.
19. Affiant has not received any Point-for-Point Rebuttal from ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents in lieu of Affiant's Affidavit of Obligation dated November 23, 2005.
20. Affiant on or about February 5, 2006 sent out an Notice of Default, Demand, and Second Notice of Rights to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents regarding Affiant's Affidavit of Obligation dated November 23, 2005. Affiant has not received any Point-for-Point Rebuttal, and the Affidavits now stand as Law and Truth in Commerce.

Verification

21. The Undersigned Affiant, Violet A. Hooghkirk ©, Secured Party, certifies, declare under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1) on Affiant's commercial liability that Affiant has read this Affidavit and issues the same with intent and understanding of purpose and does solemnly swear, declare and state that the statements, allegations, demands and contents contained herein are true, correct, and complete, not misleading, the truth, the whole truth and nothing but the truth.

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS
NOTICE TO THE AGENTS IS NOTICE TO THE PRINCIPAL


EACH RESPONDENT HAS TEN (10) DAYS IN WHICH TO REBUT THIS AFFIDAVIT
POINT-FOR-POINT, FROM RECEIPT OF THIS AFFIDAVIT, UCC 1-204. A LACK OF
RESPONSE FROM EACH RESPONDENT MEANS ASSENT TO THIS AFFIDAVIT AND
A FAULT, UCC1-201(16) EXISTS CREATING FRAUD THROUGH MATERIAL

MISPRESENTATION WHICH VITIATES ALL FORMS, CONTRACTS, AGREEMENTS, ETC. EXPRESSED OR IMPLIED, FROM THE BEGINNING, UCC 1-103.

FURTHER AFFIANT SAITH NOT

Date: February 1, 2006

Signed


Violet A. Hooghkirk © Trustee, Secured Party
Barnway Trust
C/o 772 Barnaby Place
Wheeling, Illinois [60090]

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
J. Russell George - Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Ira L. Hobbs - CIO - Treasury Data Integrity Board
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Kevin Brown - CSB/IRS SPH Office - 5000 Ellin Rd - Lanham, Maryland 20706
Robert Cloonan - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg - 401 14th Street SW Room 548 - Washington, D.C. 20227

To Respondent(s):

ABN AMRO Mortgage Group, Inc.
 Attn: Tom Goldstein – President/Chief Financial Officer
 7159 Corkland Drive - Jacksonville, Florida 32258

ABN AMRO Mortgage Group, Inc.
 Attn: Thomas A. Rosiello – Secretary
 135 South LaSalle Street Chicago, Illinois 60603

LaSalle Bank NA
 Attn: Norm Bobbin – Chief Executive Officer –
 1355 W. Dundee – Buffalo Grove, Illinois 60089

ABN AMRO Mortgage Group, Inc.
 C/o CODILIS & ASSOCIATES, P.C. (Third Party Interloper)
 Attn: ERNEST CODILIS JR SAME, and /or your Agents
 135 South LaSalle Street – Chicago, Illinois 60603

From:

Violet A. Hooghkirk ©, Trustee,
 Secured Party – Barnway Trust
 c/o 772 Barnaby Place
 Wheeling, Illinois 60090

**NOTICE OF DEFAULT, AND ASSENT, DEMAND,
 and SECOND NOTICE OF RIGHTS**

14th day of the February month, in the year two thousand and six, Anno Domini,

Re: Affidavit of Truth (Supplement) dated February 1, 2006.

Loan No#00900194

Date: March 14, 2006

NOTICE OF DEFAULT

On the 1st day of the month March, in the year two thousand and six to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, Tom Goldstein – President/Chief Financial Officer, Thomas A. Rosiello – Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Registered Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell – Manager, Michael Jinga – Manager, Colleen Riddell – Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enuscu – Legal Administrative Assistant, Beth P. Ponder – Vice President, Customer Relations, Damien Bazan – Collections Department, and Marilyn Rogers – Customer Relations, Isolene B. Jones- Loan Admin/litigation, including, but not limited to ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and/or their Agents/Officers, received Affidavit of Truth (Supplement) dated February 1, 2006 from Presenter Secured Party – Creditor. As stated within the Affidavit of Truth (Supplement) point #4 “As of this date Affiant has no record of any contract with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C.” Goes on to state regarding point #5 “As of this date Affiant has never seen or received materials that Affiant ever contracted with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C.” It further states in point #6 “It appears that ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents continue to attempt to make themselves a party to this action regarding Loan #009000194 through alleged file 14-05-D041. He is merely a third party interloper.” And point #18 “Affiant on January 28, 2006 sent out a Notice and Demand to ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents that they must Cease and Desist immediately now and forever from any and all collection activity in this matter. As stated in the letter “ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents are now instructed to carefully respect the Undersigned, Secured Party’s legal and lawful rights in this matter. ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C., and/or your Agents, and due to the Notice of Default any future mail will be considered

fraudulent. See In Public Clearing House v. Coyne, 194 U.S. 497, 506-508, this Court said: "such printed matter or merchandise as may seem objectionable to local policy." Affiant sent along with Notice and Demand the documents." ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and their Agents and according to the **Fair Debt Collection Practices Act**, ERNEST CODILIS JR SAME on behalf of CODILIS & ASSOCIATES, P.C., and their Agents/Officers are in violation of various sections of the **Fair Debt Collection Practices Act**. ERNEST CODILIS JR SAME on behalf of CODILIS & ASSOCIATES, P.C., and their Agents/Officers are merely a third party interloper, and are NOW in violation of and can be held personally liable under the Erie and Clearfield Doctrines. ABN AMRO Mortgage Group, Inc., LaSalle Bank NA, and/or their Agents/Officers have failed to act upon this legal tender. Affiant did not receive any Rebuttal Point-for-Point from Claimants/Respondents regarding Affidavit of Truth (Supplement) dated February 1, 2006 which currently stands as Law and Truth in Commerce. The Negotiable Instruments which it was not rejected within 72 hours with full disclosure. Both the Letter of Advice is now "**Void where prohibited by Law**" ABN AMRO Mortgage Group, Inc., LaSalle Bank NA, and/or their Agents/Officers are now mandated under HELLENBECK vs. LEIMERT, 296 U.S. 116, 122, and can now be held personally liable under the Erie and Clearfield Doctrines. Under law and *stare desis* the Undersigned Secured Party can no longer be held accountable or liable for the face amount and all obligations are now discharged in their entirety. Again there is no controversy in this matter. Each Respondent, and/ or their Agents did not invoke the Fifth and sixth Amendment's of the Constitution for the United States of America. However, you were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. See Attachments.

DEMAND was, respectfully made to the named individual(s), ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, Tom Goldstein – President/Chief Financial Officer, Thomas A. Rosiello – Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Registered Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell – Manager, Michael Jinga – Manager, Colleen Riddell - Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enuscu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations, Damien Bazan – Collections Department, and Marilyn Rogers – Customer Relations, Isolene B. Jones- Loan Admin/litigation, including, but not limited to ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and/or their Agents/Officers, to provide DISCLOSURE regarding his/her/its actions.

Said named corporation/individual(s) ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, Tom Goldstein – President/Chief Financial Officer, Thomas A. Rosiello – Secretary, Norm Bobbin – Chief Executive Officer, Carol L. Tenyak – Registered Agent, Customer Service – Manager, Tim Nuss – Manager, John Purtell – Manager, Michael Jinga – Manager, Colleen Riddell - Loan Administration, Marie Shiffman – Collections Equity Dept., Shaun – Supervisor, Elena L. Enuscu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations, Damien Bazan – Collections Department, and Marilyn Rogers – Customer Relations, Isolene B. Jones- Loan Admin/litigation, including, but not limited to ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and/or their Agents/Officers, FAILED TO RESPOND and/or FAILED to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions.

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103.6 *nemo debet his vexari pro una et eaden Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment.

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d-1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 70032260 000765751445, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1)

Sealed this 15th day of the March month, in the Year of Our Lord Two Thousand and Six,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Walter A. Houghbink,
Invoking U.C.C. 1-308 Without Prejudice

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
J. Russell George - Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Ira L. Hobbs - CIO - Treasury Data Integrity Board
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Kevin Brown - CSB/IRS SPH Office - 5000 Ellin Rd - Lanham, Maryland 20706
Robert Cloonan - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg - 401 14th Street SW Room 548 - Washington, D.C. 20227
Carol L. Tenyak - Registered Agent
135 South LaSalle Street, Suite 925 - Chicago, Illinois 60603
Customer Service - Manager - ABN AMRO Mortgage Group, Inc -
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison
Chicago, Illinois 60661-6400 - (no longer w/company or can't find)

John Purtell - Manager - LaSalle Bank NA -
135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144
Michael Jinga - Manager - LaSalle Bank NA - 4747 W. Irving Park Road -
Chicago, Illinois 60641
Colleen Riddell - Loan Administration - Special Services Dept. ABN Amro Mortgage, Inc.
2600 West Big Beaver Road - Troy, Michigan 48084-3318
Marie Shiffman - Collections Equity Dept. - LaSalle Bank NA
4747 W. Irving Park Road - Chicago, Illinois 60641
Shaun - Supervisor - ABN AMRO Mortgage Group, Inc. -
7159 Corklan Drive - Jacksonville, Florida 32258
Elena L. Enescu - Legal Administrative Assistant - ABN AMRO Mortgage
Group, Inc. - 135 S. LaSalle Street - Chicago, Illinois 60603-0135
Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage
Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Damien Bazan - Collections Department - ABN AMRO Mortgage, Inc. -
242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Marilyn Rogers - Customer Relations - ABN AMRO Mortgage, Inc.
7159 Corklan Drive - Jacksonville, Florida 32258
Isolene B. Jones - Loan Admin/litigation - ABN AMRO Mortgage Group, Inc
7159 Corkland Drive - Jacksonville, Florida 32258

**AFFIDAVIT of TRUTH
(Supplement)**

State of Illinois)
County of Cook)

To Respondents: Tom Goldstein – President/Chief Financial Officer – ABN AMRO Mortgage Group, Inc - 7159 Corkland Drive -- Jacksonville, Florida 32258
Thomas A. Rosiello – Secretary - ABN AMRO Mortgage Group, Inc
135 South LaSalle Street - Chicago, Illinois 60603
Carol L. Tenyak – Registered Agent - 135 South LaSalle Street, Suite 925 --
Chicago, Illinois 60603
Customer Service - Manager - ABN AMRO Mortgage Group, Inc –
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison
Chicago, Illinois 60661-6400 - (no longer w/company or can't find)
John Purtell - Manager - LaSalle Bank NA --
135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144
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4747 W. Irving Park Road - Chicago, Illinois 60641
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Mortgage - 2600 West Big Beaver Road - Troy, Michigan 48084-3318
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Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Norm Bobbin – Chief Executive Officer - LaSalle Bank NA
1355 W. Dundee - Buffalo Grove, Illinois 60089
Damien Bazan – Collections Department - ABN AMRO Mortgage, Inc. -
4242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Marilyn Rogers – Customer Relations - ABN AMRO Mortgage, Inc.
7159 Corkland Drive - Jacksonville, Florida 32258
Isolene B. Jones- Loan Admin/litigation - ABN AMRO Mortgage Group, Inc
7159 Corkland Drive -- Jacksonville, Florida 32258
(Third Party Interloper) Ernest J. Codilis Jr. Same – Codilis & Associates, P.C. -
15W030 North Frontage Road, Suite 100 - Burr Ridge, Illinois 60527

Re: The tendered Bonded Registered Bill of Exchange
Loan #0009000194 through alleged file 14-05-D041

The Undersigned Affiant, Violet A. Hooghkirk © – Secured Party, hereinafter “Affiant” does solemnly swear, declare and state as follows:

1. Affiant is competent to state to the matters set forth herein.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct, and complete, admissible as evidence, and if called upon as a witness, Affiant will testify to their veracity.

Plain Statement of Facts

4. As of this date Affiant has no record of any contract with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C.
5. As of this date Affiant has never seen or received materials that Affiant ever contracted with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C.
6. It appears that ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents continue to attempt to make themselves a party to this action regarding Loan #0009000194 through alleged file 14-05-D041. He is merely a third party interloper.
7. Affiant received a letter dated November 8, 2005 a styled that appeared to be an alleged notice pursuant to the fair debt collection practices act from an ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents attempting to make themselves a party to this action regarding Loan #0009000194 through alleged file 14-05-D041. For response see line Nine (9) and line Ten (10)
8. Affiant on November 16, 2005 sent an Affidavit of Truth to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents/Officers including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents. Affiant stated the fact that Affiant has no record of any contract with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C., and has never seen or received materials that Affiant ever contracted with Ernest J. Codilis Jr. Same – Codilis & Associates, P.C. Each Respondent/ Claimant had 10 days to respond from Affiant's Affidavit of Truth. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7004 1350 0002 0399 5626.
9. Affiant on December 2, 2005 sent out a Cease and Desist Collection Activities Prior to Validation of Purported Debt Notice in response to a letter dated November 8, 2005 to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents, including, but not limited to Tom Goldstein – President/Chief Financial Officer, Michael Jinga – Manager, John Purtell – Manager, Customer Service – Manager, Tim Nuss – Manager, Colleen Riddell - Loan Administration, Marie Shiffman – Collections Equity Dept, Shaun – Supervisor, Elena L. Enuscu - Legal Administrative Assistant, Beth P. Ponder - Vice President, Customer Relations - Gerard Arpey now (Norm Bobbin) – Chief Executive Officer, Thomas A. Rosiello – Secretary, John Purtell – Manager, and Damien Bazan – Collections Department. As stated “Pursuant to the **Fair Debt Collection Practices Act, 15 U.S.C. Sec., 1601, 1692 et seq**, this constitutes timely written Notice that I decline to pay the attached erroneous purported debt which is unsigned and unattested, and which I herein discharge and cancel in its entirety, with out dishonor, on the grounds of breach, false representation and fraud. This claim has been lawfully and fully discharged in accordance with The Administrative Procedures Act 5 USC 706 with acknowledgement from John W. Snow, Trustee, without dishonor.” and also stated “Pursuant to 15 U.S.C., Sec. 1692 (g)(4) **Validation of Debts**. If CODILIS & ASSOCIATES, P.C. you, and your Agents/Officers have evidence to validate your claim that the attached does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that within (10) days, CODILIS & ASSOCIATES, P.C. provide such validation and supporting evidence to substantiate your claim. Until the requirements of the **Fair Debt Practices Act** have been met and your claim is validated, you have no jurisdiction to continue any collection activities.” November 8, 2005. Each Respondents/ Claimants had 10 days to respond from Affiant's Cease and Desist Collection Activities Prior to Validation of Purported Debt. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7004 1350 0002 0399 5664.
10. Affiant on December 10, 2005 sent an Affidavit of Obligation in response to a letter dated November 8, 2005 to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents, including, but not limited to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA,

and/or their Agents/Officers. Affiant gave as stated "NOTICE: it is not true that Ernest J. Codilis Jr. Same, and/or Codilis & Associates, P.C., (**Respondents**) or any other third party is authorized, hired or licensed to represent CLAIMANTS herein, nor ever contracted to have represented CLAIMANTS with CLAIMANT'S understanding with knowledgeable, voluntary and intentional consent or license to Respondents to represent Claimants herein, and; whereby, if any acts and actions of said third parties have risen to the level perceived by any court as representation of CLAIMANT by any attorney including the above cited Respondents who are third party interlopers, said named third parties are hereby fired from the beginning to now and forward." In which each claimant had 10 days to respond. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7004 1350 0002 0399 5640.

11. Affiant has not received any Point-for-Point Rebuttal from ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents in lieu of Affiant's Affidavit of Truth dated November 10, 2005.
12. Affiant on December 15, 2005 sent out a Notice of Default, Assent, Demand, and Second Notice of Rights to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents regarding Affiant's Affidavit of Truth dated November 10, 2005. Affiant has not received any Point-for-Point Rebuttal, and this document now stands as Law and Truth in Commerce. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7003 2260 0007 6575 1063.
13. Affiant on December 15, 2005 sent out a Legal Procedure letter to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents, including, but not limited to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents/Officers. Naming CODILIS & ASSOCIATES, P.C. as a debtor (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7003 2260 0007 6575 1070.
14. Affiant has not received any Point-for-Point Rebuttal from ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents in lieu of Affiant's Cease and Desist Collection Activities Prior to Validation of Purported Debt dated November 18, 2005.
15. Affiant on January 6, 2006 sent out a Notice of Default, Assent, Demand, and Second Notice of Rights to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents regarding Affiant's Cease and Desist Collection Activities Prior to Validation of Purported Debt, the document that now stands as Law and Truth in Commerce. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7005 1820 0000 1882 5906.
16. Affiant received in one envelope three letters dated December 16, 2005, December 17, 2005, and December 23, 2005 which appear to be from a debt collector alleging this was a response to a request from ABN AMRO for detail of estimated amounts for loan reinstatement. There were from ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents attempting to collect a debt which has already been tendered and discharged. ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents are attempting to continue to make themselves a party to this action regarding Loan #0009000194 through alleged file 14-05-D041. Affiant returned the alleged debt collection papers back to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., and/or their Agents along with Affiant's Cease and Desist Collection Activities Prior to Validation of Purported Debt dated November 18, 2005, and Affidavit of Obligation dated November 23, 2005. For response see line Nine (9) and line Ten (10)

17. Affiant on December 31, 2005 sent a letter to Tom Goldstein President/Chief Financial Officer regarding these the alleged letters dated December 16, 2005, December 17, 2005, and December 23, 2005 that Affiant received. See line Six (6) in which Affiant explained that she has no Record of ever making and/or sending out any correspondence requesting documents as stated by these letters 1) Copy of the Note and Mortgage, 2) Payment history, and 3) Reinstatement and Payoff letter. Subsequent correspondences received by Affiant regarding this matter are only secondary. The Secured Party has never requested these documents, so the documents were returned. Affiant requested that ABN AMRO Mortgage Group, Inc., and/or their Agents/Officers provide Affiant with a copy of the original request their office received. No such document has been received as of this date. (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7005 1820 0000 1882 5883.
18. Affiant on January 28, 2006 sent out a Notice and Demand to ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents that they must Cease and Desist immediately now and forever from any and all collection activity in this matter. As stated in the letter "ERNEST CODILIS, JR on behalf of CODILIS & ASSOCIATES, P.C., and/or Agents are now instructed to carefully respect the Undersigned, Secured Party's legal and lawful rights in this matter. ERNEST CODILIS JR SAME, and CODILIS & ASSOCIATES, P.C., and/or your Agents, and due to the Notice of Default any future mail will be considered fraudulent. See In Public Clearing House v. Coyne, 194 U.S. 497, 506-508, this Court said: 'such printed matter or merchandise as may seem objectionable to local policy.'" Affiant sent along with Notice and Demand the documents. See line Nine (9) and Twelve (12) (Documents Sent, Verified, Acknowledged, and Received) Certified mail article no. 7005 1820 0000 1882 7931.
19. Affiant has not received any Point-for-Point Rebuttal from ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents in lieu of Affiant's Affidavit of Obligation dated November 23, 2005.
20. Affiant on or about February 5, 2006 sent out an Notice of Default, Demand, and Second Notice of Rights to ABN AMRO Mortgage Group, Inc, LaSalle Bank NA, and/or their Agents, including, but not limited to ERNEST CODILIS, JR., and CODILIS & ASSOCIATES, P.C., or their Agents regarding Affiant's Affidavit of Obligation dated November 23, 2005. Affiant has not received any Point-for-Point Rebuttal, and the Affidavits now stand as Law and Truth in Commerce.

Verification

21. The Undersigned Affiant, Violet A. Hooghkirk ©, Secured Party, certifies, declare under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1) on Affiant's commercial liability that Affiant has read this Affidavit and issues the same with intent and understanding of purpose and does solemnly swear, declare and state that the statements, allegations, demands and contents contained herein are true, correct, and complete, not misleading, the truth, the whole truth and nothing but the truth.

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS
NOTICE TO THE AGENTS IS NOTICE TO THE PRINCIPAL


EACH RESPONDENT HAS TEN (10) DAYS IN WHICH TO REBUT THIS AFFIDAVIT
POINT-FOR-POINT, FROM RECEIPT OF THIS AFFIDAVIT, UCC 1-204. A LACK OF
RESPONSE FROM EACH RESPONDENT MEANS ASSENT TO THIS AFFIDAVIT AND
A FAULT, UCC1-201(16) EXISTS CREATING FRAUD THROUGH MATERIAL

MISPRESENTATION WHICH VITIATES ALL FORMS, CONTRACTS, AGREEMENTS, ETC. EXPRESSED OR IMPLIED, FROM THE BEGINNING, UCC 1-103.

FURTHER AFFIANT SAITH NOT

Date: February 1, 2006

Signed


Violet A. Hooghkirk © Trustee, Secured Party
Barnway Trust
C/o 772 Barnaby Place
Wheeling, Illinois [60090]

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
J. Russell George - Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Ira L. Hobbs - CIO - Treasury Data Integrity Board
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Kevin Brown - CSB/IRS SPH Office - 5000 Ellin Rd - Lanham, Maryland 20706
Robert Cloonan - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg - 401 14th Street SW Room 548 - Washington, D.C. 20227

To Respondent(s):

ABN AMRO Mortgage Group, Inc
 Attn: Tom Goldstein President/Chief Financial Officer
 7159 Corkland Drive – Jacksonville, Florida 32258

From:

Violet A. Hooghkirk ©, Trustee,
 Secured Party – Barnway Trust
 c/o 772 Barnaby Place
 Wheeling, Illinois 60090

**NOTICE OF DEFAULT, DEMAND,
 and SECOND NOTICE OF RIGHTS**

3rd day of the month February, in the year two thousand and six, Anno Domini,

Re: Correspondence dated December 27, 2005

Loan No#00900194

Date: February 3, 2006

NOTICE OF DEFAULT

On the 3rd day of the month January, in the year two thousand and six Tom Goldstein – President/Chief Financial Officer, ABN AMRO Mortgage Group, Inc. received Correspondence dated December 27, 2005 Certified mail article no. 7005 1820 0000 1882 5883 from Presenter Secured Party Creditor. As stated in the letter "Secured Party received these letters dated, *December 23, 2005, December 17, 2005, and December 16, 2005* (See Attached) from CODILIS & ASSOCIATES, P.C., a Kim Griffin who is apparently attempting to interject herself as a party to this action. The Secured Party is not aware of any documents in which the Secured Party ever contracted with CODILIS & ASSOCIATES, P.C., and their Agents/ Officers." The letter went on to state that "The Secured Party has no Record of ever making and/or sending out any correspondence requesting the following documents as stated by your office 1) Copy of the Note and Mortgage, 2) Payment history, and 3) Reinstatement and Payoff letter. The following correspondences that the Secured Party received regarding this matter are only secondary. The Secured Party has never requested these documents, so the documents are being returned." And last Affiant requested that you provide me with a copy of the original request your office received, because I have nothing in my files that shows that Affiant ever requested these documents in this matter. Affiant has not received any response or Rebuttal Point-for-Point from any Respondent regarding Affiant's Correspondence dated December 27, 2005 which now stands as Law and Truth in Commerce. Each Respondent, and/ or their Agents did not invoke the Fifth and sixth Amendment's of the Constitution for the United States of America. However, you were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. See Attachments.

DEMAND was, respectfully made to the named individual(s), Tom Goldstein – President/Chief Financial Officer, ABN AMRO Mortgage Group, Inc. to provide DISCLOSURE regarding his/her/its actions.

Said named corporation/individual(s) Tom Goldstein – President/Chief Financial Officer, ABN AMRO Mortgage Group, Inc. FAILED TO RESPOND and/or FAILED to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions.

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103,6 *nemo debet bis vexari pro una et eadem Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment.

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: The Undersigned Affiant verifies that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7005182000019828044, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1)

Sealed this 4th day of the February month, in the Year of Our Lord Two Thousand and Six,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Violet A. Hoagland
Invoking U.C.C. 1-308 Without Prejudice

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
J. Russell George - Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Ira L. Hobbs CIO - Treasury Data Integrity Board
1500 Pennsylvania Ave NW - Washington, D.C. 20224

Kevin Brown – CSB/IRS SPH Office – 5000 Ellin Rd – Lanham, Maryland 20706
Robert Cloonan – IRS – P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg – 401 14th Street SW Room 548 - Washington, D.C. 20227
Thomas A. Rosiello – Secretary - ABN AMRO Mortgage Group, Inc
135 South LaSalle Street – Chicago, Illinois 60603
Norm Bobbin – Chief Executive Officer – LaSalle Bank NA
1355 W. Dundee – Buffalo Grove, Illinois 60089
Customer Service - Manager - ABN AMRO Mortgage Group, Inc –
2600 W. Big Beaver Road - Troy, Michigan 48084-3326
Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison
Chicago, Illinois 60661-6400 - (no longer w/company or can't find)
John Purtell - Manager - LaSalle Bank NA –
135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144
Michael Jinga - Manager - LaSalle Bank NA -- 4747 W. Irving Park Road -
Chicago, Illinois 60641
Colleen Riddell - Loan Administration - Special Services Dept. ABN Amro Mortgage, Inc.
2600 West Big Beaver Road - Troy, Michigan 48084-3318
Marie Shiffman – Collections Equity Dept. - LaSalle Bank NA
4747 W. Irving Park Road - Chicago, Illinois 60641
Shaun - Supervisor - ABN AMRO Mortgage Group, Inc. -
7159 Corklan Drive - Jacksonville, Florida 32258
Elena L. Enuseu - Legal Administrative Assistant -- ABN AMRO Mortgage
Group, Inc. - 135 S. LaSalle Street - Chicago, Illinois 60603-0135
Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage
Group, Inc. - 7159 Corkland Drive - Jacksonville, Florida 32258
Damien Bazan – Collections Department - ABN AMRO Mortgage, Inc. -
242 N. Harlem Avenue - Norridge, Illinois 60706-1204
Merilyn Rogers – Customer Relations - ABN AMRO Mortgage, Inc.
7159 Corklan Drive - Jacksonville, Florida 32258
Isolene B. Jones- Loan Admin/litigation - ABN AMRO Mortgage Group, Inc
7159 Corkland Drive – Jacksonville, Florida 32258

**From the Memo Desk of
Violet A. Hooghkirk**

Date: December 27, 2005

To: ABN AMRO Mortgage Group, Inc.
Tom Goldstein - President - Chief Financial Officer
7159 Corkland Drive
Jacksonville, Florida 32258

Re: See Attached

Dear Mr. Goldstein,

The Undersigned Secured Party received these letters dated, *December 23, 2005*, *December 17, 2005*, and *December 16, 2005* (See Attached) from CODILIS & ASSOCIATES, P.C., a Kim Griffin who is apparently attempting to interject herself as a party to this action. The Secured Party is not aware of any documents in which the Secured Party ever contracted with CODILIS & ASSOCIATES, P.C., and their Agents/Officers.

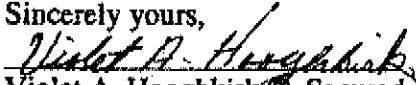
The Secured Party has no Record of ever making and/or sending out any correspondence requesting the following documents as stated by your office 1) Copy of the Note and Mortgage, 2) Payment history, and 3) Reinstatement and Payoff letter. The following correspondences that the Secured Party received regarding this matter are only secondary. The Secured Party has never requested these documents, so the documents are being returned.

I am requesting that you provide me with a copy of the original request your office received, because I have nothing in my files that shows that I ever requested these documents in this matter.

I would like to make sure that ABN AMRO Mortgage Group, Inc., LaSalle Bank NA, and their Agents understand that according to the **Fair Debt Collection Practices Act**, CODILIS & ASSOCIATES, P.C., and their Agents/ Officers are in violation of various sections of the **Fair Debt Collection Practices Act** (See Attached) for details. CODILIS & ASSOCIATES, P.C., and their Agents/ Officers are attempting to become a third party, but in light of the law are only unlawful interlopers, and they are in violation of Hallenbeck v. Leimert 295 US 116, 122.

Mr. Goldstein, regarding the attached matter, this has not been satisfied to my satisfaction. If you have any questions or concerns please do not hesitate to contact me in writing. Again thank you, for taking the time out.

Sincerely yours,


Violet A. Hooghkirk ©, Secured Party
C/o 772 Barnaby Place
Wheeling, Illinois [60090]
Loan Number 00900194

Cc: Lisa Madigan - Attorney General
100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601

Certified Mail Article No. 7004 1820 0000 1882 5883

Page 1 of 1

Evidence "K-1e"



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

January 10, 2006

Violet A. Hooghkirk
772 Barnaby Place
Wheeling, IL 60090

Re: Codilis & Associates
File No: 2005-CONSC-00139122

Dear Ms. Hooghkirk:

Thank you for your recent letter regarding the above-named business. We have recorded this information in our complaint files for future reference.

Should an inquiry into this matter or subsequent complaints indicate actionable violations of Illinois law, your file will be reviewed again for appropriate action. Thank you for your cooperation in bringing this information to our attention.

Sincerely,

ATTORNEY GENERAL
State of Illinois

David Coleman

David Coleman
Citizen's Advocate
Consumer Protection Division
(312) 814-3812

Enclosure
/mmg

Evidence "K-1f"

**From the Memo Desk of
Violet A. Hooghkirk**

Date: January 11, 2005
To: Lisa Madigan,
Attorney General
500 S. Second Street
Springfield, Illinois 62706

Re: Investigation and Disposition.
File No. 2005-2005-CONSC-00139122

Dear Ms Madigan,

Date: January 11, 2005

The Undersigned, Secured Party has received your letter dated January 10, 2006 as stated in your letter "should an inquiry into this matter or subsequent complaint indicate actionable violation of Illinois Law."

The Undersigned, Secured Party has sent documentation to ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and their Agents to "Cease and Desist Collection Activities Prior to Validation of Purported Debt.", and a "Affidavit of Obligation" (See Attached) ERNEST CODILIS JR SAME on behalf of CODILIS & ASSOCIATES, P.C., and their Agents, the Undersigned has not received any response within the given time frame that was given.

The Undersigned sent a "Notice of Default" as a result of ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., or their Agents absent the validation of their claim and response, in part states 'To desist and refrain from taking any further action in this matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status."

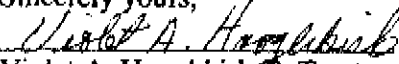
The Undersigned, is informing the Office of the Attorney General that ERNEST CODILIS JR SAME, CODILIS & ASSOCIATES, P.C., and your Agents, and according to the **Fair Debt Collection Practices Act**, CODILIS & ASSOCIATES, P.C., and their Agents/ Officers are in violation of various sections of the **Fair Debt Collection Practices Act** (See Attachment) for details. CODILIS & ASSOCIATES, P.C., and their Agents/ Officers are merely a third party interloper. They are in violation of and can be held personally liable under the Erie and Clearfield Doctrines.

The Undersigned Secured Party has satisfied the requirement of administrative law in this matter based on the Notice of Default as of the 28th day of December, in the year two thousand and five, absent the validation of their claim and response. The Undersigned, Secured Party is presenting all documents as evidence to: Lisa Madigan - Attorney General for investigation and disposition.

Ms Madigan, this matter has not been satisfied to my satisfaction. You have any questions or concerns please do not hesitate to contact me.

Again thank you, for your investigation and taking the time out in this matter.

Sincerely yours,


Violet A. Hooghkirk, Trustee,
Secured Party - Barnway Trust
C/o 772 Barnaby Place
Wheeling, Illinois [60090]

Cc: Lisa Madigan - Attorney General -
100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
William G. Holland Auditor General - 740 E. Ash St. - Springfield, Illinois 62703

Certified Mail Article No. 7005 1820 0000 1882 7948

Page 1 of 1

Evidence "K-1g"

To Respondent(s):

Vedder, Price, Kaufman & Kammholz, P.C.
 To: Michael A Nemeroff – President
 Robert J Moran – Registered Agent
 222 North LaSalle Street – Suite 2600
 Chicago, Illinois 60601

From:

Violet A. Hooghkirk ©, Secured Party
 C/o 772 Barnaby Place
 Wheeling, Illinois [60090]

NOTICE OF DEFAULT, DEMAND, and SECOND NOTICE OF RIGHTS

17th day of the month April, in the year two thousand and seven, Anno Domini,

Re: Cease and Desist Use and/or Usage of Copyright, Trademark or Trade-Name, and Constructive Notice was given to Respondents that, absent the validation of this claim, See 15 U.S.C., Sec. 1692 (g)(4) dated February 12, 2007

Date: April 17, 2007

NOTICE OF DEFAULT and ASSENT

On the 23rd day of the February month, in the year two thousand and seven Michael A Nemeroff – President, Robert J Moran – Registered Agent, including but not limited to Diane, Ursula, and/or employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof, **Respondents**, received a **Cease and Desist Use and/or Usage of Copyright, Trademark or Trade-Name**, and Constructive Notice was given to Respondents that, absent the validation of this claim, See 15 U.S.C., Sec. 1692 (g)(4) dated February 12, 2007 from Presenter Secured Party – Creditor. The Undersigned, Secured Party did not receive response or rebuttal point-for-point, including but not limited to the violation amounts within the time as stipulated. The **Cease and Desist Use and/or Usage of Copyright, Trademark or Trade-Name**, and the entire document now stands as Fact and Truth in Commerce, in its entirety a.k.a. "CONTRACT BY DEFAULT" Each Respondent(s), and/or their Agents, other Co Parties had Ten (10) days, exclusive of the day of receipt to rebut point-for-point, the Respondents and are now in Default and Assent. Each Respondent, and/ or their Agents did not invoke the Fifth and Sixth Amendment's of the Constitution for the United States of America. However, each were under Public Law 93-579; FOIA (5 USC 552); PA (5 USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. Certified mail article # 7005 1820 0000 1881 0353, IN FACT and that;

ACCOUNTING AND TRUE BILL: *Unauthorized misuse (Invoice No 01560212071), violation fees, harassed, defamed, and **imposed statutory damages on the Secured Party.

- The Undersigned Secured Party did not receive any response and/or rebuttal point-for-point regarding the unauthorized misuse of the Copyright, Trademark or Trade-Name without prejudice, which now stands as Fact Truth in Commerce by default, agreement and through tacit procuration in the amount of

***Sub Total: \$546,000.00+**

- The Undersigned Secured Party did not receive any response and/or rebuttal point-for-point regarding the violation fees, harassed, defamed, and **imposed statutory damages on the Secured Party which now stands as Fact Truth in Commerce by default, agreement and through tacit procuration in the amount of

**** Sub Total: \$180,000.00+**

- Additional current accrued interest as of March 30, 2007

\$6,050.00+

TOTAL: \$732,050.00

- Additional unauthorized misuse of the Copyright, Trademark or Trade-Name without prejudice Twenty-Nine (29) times/occurrences in the amount of

*****Total: \$87,000.00**

- Additional violation fees, harassed, defamed, and imposed statutory damages on the Secured Party in the amount of

*****Total: \$110,000.00**

Evidence "K-1h"

NOTICE: *Each Respondent has ten (10) days to rebut point-for-point these Additional unauthorized misuse, and violation amounts.**

***A lack of response on the part of each means an acceptance and agreement, UCC 1-201 (16), exists as to the conditions and terms detailed in this Notice UCC 1-103.

DEMAND was, respectfully made to the named individual(s), Michael A Nemeroff – President, Robert J Moran – Registered Agent, including but not limited to Diane, Ursula, and/or employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof, **Respondents**, to provide DISCLOSURE regarding his/her/its actions IN FACT and that;

Said named corporation/individual(s) Michael A Nemeroff – President, Robert J Moran – Registered Agent, including but not limited to Diane, Ursula, and/or employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof, **Respondents**, FAILED TO RESPOND and/or FAILED to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions, IN FACT and that;

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103.6 *nemo debet bis vexari pro una et eadem Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment. [Translation: No one should be twice harassed for the same cause.] IN FACT and that;

CONTRACT BY DEFAULT: This is a perfected Contract by Tacit Procuration it is a STATUTE STAPLE, UCC CONFIRMATORY WRITING. Each Respondent is estopped by the "DOCTRINES OF ESTOPPEL" by "AGREEMENT/CONTRACT" and by "ESTOPPEL BY ACQUIESCENCE" by and through Tacit Procuration and all associated documents which is conclusive evidence that the Undersigned, Secured Party is the superior lien holder, IN FACT and that;

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7005 1820 0000 1881 0643, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1).

Sealed on or about this 19th day of the month April, in the Year of Our Lord Two Thousand and Seven,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL/ NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Walter A. Hoffmann,
Invoking U.C.C. 1-308 Without Prejudice

Parties at interest:

Tom Goldstein – President/Chief Financial Officer – ABN AMRO – 7159 Corkland Drive – Jacksonville, Florida 32258
Cc: Diane – Vedder, Price, Kaufman & Kammholz, P.C. – 222 N. LaSalle Street #2600 – Chicago, Illinois 60601
Ursula – Vedder, Price, Kaufman & Kammholz, P.C. – 222 North LaSalle Street – Suite 2600 – Chicago, Illinois 60601
Thomas P Desmond Same-Secretary/Registered Agent-Vedder, Price, Kaufman & Kammholz, P.C.
222 North LaSalle Street – Suite 2600 – Chicago, Illinois 60601
Lisa Madigan – Attorney General – 500 S. Second St. – Springfield, Illinois 62706
William G. Holland, Auditor General – 740 E. Ash St. – Springfield, Illinois 62703

NOTICE AND DEMAND – ACTUAL AND CONSTRUCTIVE NOTICE

Certified Mail Article No.7005 1820 0000 1881 0353

Vedder, Price, Kaufman & Kammholz, P.C.

To: Michael A Nemeroff – President

Robert J Moran – Registered Agent

222 North LaSalle Street – Suite 2600

Chicago, Illinois 60601

Violet A. Hooghkirk, Secured Party

C/o 772 Barnaby Place

Wheeling, Illinois [60090]

Re: Security 15 USC, U.S.S.E.C. Tracer Flag

**CEASE AND DESIST USE AND/OR USAGE OF
COPYRIGHT, TRADEMARK OR TRADE-NAME**

Attn: CEO and/or CFO, and employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof,

The Undersigned Secured Party is in receipt of a Bonded *Notice by Affidavit for Notice of Consequence for Infringement of Copyright, Trademark or Trade-Name*. (See Attached Notice) The Secured Party has a commercial unlimited security interest and common law right in and to the Copyright, Trademark or Trade-Name without prejudice, UCC 1-308. See United States Codes 15 USC § 1125, and 18 USC § 3571 IN FACT and that;

Therefore, this is **Notice and Demand - Actual and Constructive Notice** to Michael A Nemeroff – President, Robert J Moran – Registered Agent, including but not limited to Diane, Ursula, and employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof who are purported to be in possession of a file with documentation in regards to the Undersigned Secured Party, IN FACT and that;

According to the acceptance of the Debtor's collateral for securing contractual obligation in the favor of the Secured Party, the documentation that is in your possession has already been bonded with a Silver Surety Bond (Performance Bond) in accordance with CFR 31 at Part 203, accepted for value. This property is exempt from Levy/Lien. (See attached) copy of a filed UCC-1 Financing Statement that both state and federal courts now acknowledge holds a prior superior claim to this report IN FACT and that;

The Secured Party and the alleged Debtor has not given consent or approval for employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof any authorized permission to use and/or the usage of the Copyright, Trademark or Trade-Name of the Undersigned IN FACT and that;

Therefore, the employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof are to **Cease and Desist immediately** from further use and/or usage of the Copyright, Trademark or Trade-Name of the Undersigned, from the beginning to now and forward IN FACT and that;

NOTICE AND DEMAND - in each and every violation per use and/or usage without the Secured Parties written consent there will be a \$3,000.00 amount attached towards per use and/or usage of the Copyright, Trademark or Trade-Name therein, and the amount will very depending on the circumstances thereon IN FACT and that;

The employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof, have already misused and violated the Undersigned Secured Party's common law right in and to the Copyright, Trademark or Trade-Name without prejudice, UCC 1-308. See United States Codes 15 USC § 1125, and 18 USC § 3571 One Hundred and Eighty-Two (182) times/occurrences, in the amount of

***Total: \$546,000.00+**

The Undersigned Secured Party directs your attention to both of your court styled alleged documents of February 7, 2007, and it appears that the employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof are attempting to make themselves a party to this action regarding Loan #0009000194. Each is merely a third party interloper; each and their agents are in violation of and can be held personally liable under the Erie and Clearfield Doctrines. IN FACT and that;

The Undersigned Secured Party also directs attention to 15 U.S.C., Sec. 1692 (e) that states that a "false, deceptive, and misleading presentation, in connection with the collection of any debt" includes the false representation of the character or legal status of any debt, It further identifies as a deceptive practice any threat to take any action which cannot be legally taken IN FACT and that;

The court styled alleged documents of February 7, 2007, and now said "motion to dismiss appeal," and said "motion to strike and/or withdraw appearance," and all associated documents that the employees at

Evidence "K-1h"

Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof have sent omits information which should have been disclosed, such vital citations, disclosing the agency's jurisdictional and statutory authority. Your court styled alleged documents (above) further contains false, deceptive and misleading representation, and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to them and to surrender certain substantive legal and statutory rights, **IN FACT** and that;

This is Constructive Notice that, absent the validation of this claim, See 15 U.S.C., Sec. 1692 (g)(4) within (10) days, each must cease and desist any collection activity and is hereby prohibited from contacting the Undersigned Secured Party through the mail, by telephone, in person, at my home, or at work. Each is further prohibited from contacting the bank, employer or any third party connected to the Undersigned. Each and every attempt of such contact, in violation of this act, will constitute harassment, defamation of character and will subject this agency and/or board including any and all agents in his/her/their capacity, who take part in such harassment and defamation to liability for actual damages, as well as statutory damages up to \$10,000.00 for each and every violation plus a further liability for legal fees to be paid to any counsel which the Undersigned may retain. Furthermore, absent such validation of this claim, each is prohibited from filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any Credit Reporting Agency regarding this disputed purported debt, which said **Bills of Exchange** (now tendered) discharged both mortgage debts of the Undersigned Secured Party in their entirety. Therefore, the Undersigned is no longer liable for the claims by Claimants (ABN AMRO) **IN FACT** and that;

Finally, pursuant to the **Fair Debt Collection Practices Act, Title 15, U.S.C., Sec. 1692 (g)(8)**, as you are merely an "agency" or "board" acting on behalf of someone else, this is a Demand that you provide the name of the original "principal" or "holder in due course" for whom Vedder, Price, Kaufman & Kammholz, P.C. and/or agents/officers are attempting to collect this debt, **IN FACT**. The Undersigned hereby attests that, to the best of the knowledge and belief of the Undersigned the above information is true correct and complete in accordance with Title 28 Sec. 1746(1).

The employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof, have already harassed, violated, and defamed, as well as imposed statutory damages on the Undersigned Secured Party, in the amount of ***Total: \$180,000.00+**

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS / NOTICE TO THE AGENTS IS NOTICE TO THE PRINCIPAL
(U.S.S.E.C.) Tracer Flag Invoice Number 01560212071
(United States Securities and Exchange Commission) ^

*Each Respondent has ten (10) days to rebut these violation amounts.

A lack of response on the part of each means an acceptance and agreement, UCC 1-201 (16), exists as to the conditions and terms detailed in this Notice, UCC 1-103.

February 12, 2007

By the seal of,

Violet A. Hooghkirk
Violet A. Hooghkirk, Secured Party

Parties at interest:

Tom Goldstein - President/Chief Financial Officer - ABN AMRO
7159 Corkland Drive - Jacksonville, Florida 32258

Cc: Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
William G. Holland, Auditor General - 740 E. Ash St. - Springfield, Illinois 62703

Diane - Vedder, Price, Kaufman & Kammholz, P.C. -
222 N. LaSalle Street #2600 - Chicago, Illinois 60601

Ursula - Vedder, Price, Kaufman & Kammholz, P.C.
222 North LaSalle Street - Suite 2600 - Chicago, Illinois 60601

Thomas P Desmond Same-Secretary/Registered Agent-Vedder, Price, Kaufman & Kammholz, P.C.
222 North LaSalle Street - Suite 2600 - Chicago, Illinois 60601

1900 - Appearance & Jury Demand

0900 - Appearance Only

Appearance

(3-81) GGC-9

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ABN AMRO MORTGAGE GROUP, INC., et al

plaintiff

v.

VIOLET A. HOOGHKIRK

defendant

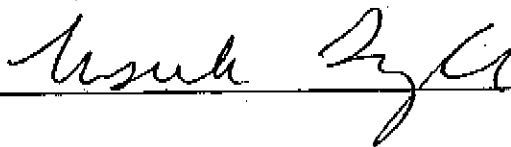
No. 05 CH 19333

SUBSTITUTE APPEARANCE

The undersigned, as attorney, enters the appearance of the Plaintiff,

ABN AMRO MORTGAGE GROUP, INC.

By: VEDDER, PRICE, KAUFMAN & KAMMHOLZ, P.C.



Name DIANE M. KEHL, URSULA TAYLOR, Vedder, Price, Kaufman & Kamholz, P.C.

Attorney for ABN AMRO MORTGAGE GROUP, INC.

Address 222 North LaSalle Street, Suite 2600

City Chicago, Illinois 60601

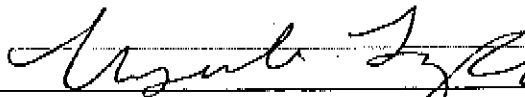
Telephone (312) 609-7500

Insurance Company

Atty No. 90839

*Strike demand for trial by jury if not applicable.

I certify that a copy of the within instrument was served on all parties who have appeared and have not heretofore been found by the Court to be in default for failure to plead.



Attorney for ABN AMRO MORTGAGE GROUP, INC.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

2864

APPEARANCE

STATE OF ILLINOIS
APPELLATE COURT
FIRST DISTRICT

SS

February 7, A.D. 20 07

VIOLET A. HOOGHKIRK


Gen No. 05 CH 19333 vs.

ABN AMRO MORTGAGE GROUP, INC.

APPEAL FROM CIRCUIT COURT OF COOK
COUNTY CHANCERY DIVISION 05 CH 19333

We hereby enter the appearance of ABN AMRO MORTGAGE GROUP, INC.
and our appearance as attorneys
for said Appellee in the above entitled
cause.

Vedder, Price, Kaufman & Kammholz, P.C.
222 North LaSalle Street
Chicago, Illinois 60601
(312) 609-7500


ABN AMRO MORTGAGE GROUP,
Attorney s for INC.

To Respondent(s):

Vedder, Price, Kaufman & Kammholz, P.C.,
To: Michael A Nemeroff – President
Robert J Moran – Registered Agent
222 North LaSalle Street – Suite 2600
Chicago, Illinois 60601

From:

Violet A. Hooghkirk ©, Secured Party
C/o 772 Barnaby Place
Wheeling, Illinois [60090]

**NOTICE OF DEFAULT, DEMAND,
and SECOND NOTICE OF RIGHTS**

18th day of the month April, in the year two thousand and seven, Anno Domini,

Re: Affidavit of Obligation dated February 13, 2007

Date: April 18, 2007

NOTICE OF DEFAULT and ASSENT

On the 23rd day of the February month, in the year two thousand and seven Michael A Nemeroff – President, Robert J Moran – Registered Agent, including but not limited to Diane, Ursula, and/or employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof, **Respondents**, received an **Affidavit of Obligation** dated February 13, 2007 from Presenter Secured Party – Creditor. The Undersigned, Secured Party did not receive response or rebuttal point-for-point within the time as stipulated. The **Affidavit of Obligation** now stands as Fact and Truth in Commerce, a.k.a. "CONTRACT BY DEFAULT" Each Respondent(s), and/ or their Agents, other Co Parties had Ten (10) days, exclusive of the day of receipt to rebut point-for-point, and are now in Default and Assent. Each Respondent, and/ or their Agents did not invoke the Fifth and Sixth Amendment's of the Constitution for the United States of America. However, each were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. Certified mail article # 7005 1820 0000 1881 0346, IN FACT and that;

DEMAND was, respectfully made to the named individual(s), Michael A Nemeroff – President, Robert J Moran – Registered Agent, including but not limited to Diane, Ursula, and/or employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof, **Respondents**, to provide DISCLOSURE regarding his/her/its actions IN FACT and that;

Said named corporation/individual(s) Michael A Nemeroff – President, Robert J Moran - Registered Agent, including but not limited to Diane, Ursula, and/or employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof, **Respondents**, FAILED TO RESPOND and/or FAILED to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions, IN FACT and that;

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103.6 *nemo debet bis vexari pro una et eaden Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment. [Translation: No one should be twice harassed for the same cause.] IN FACT and that;

CONTRACT BY DEFAULT: This is a perfected Contract by Tacit Procuration it is a STATUTE STAPLE, UCC CONFIRMATORY WRITING. Each Respondent is estopped by the "DOCTRINES OF ESTOPPEL" by "AGREEMENT/CONTRACT" and by "ESTOPPEL BY ACQUIESCENCE" by and through Tacit Procuration and all associated documents which is conclusive evidence that the Undersigned, Secured Party is the superior lien holder, IN FACT and that;

Evidence "K-1i"

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7005 1820 0000 1881 0636, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1)

Sealed on or about this 19th day of the month April, in the Year of Our Lord Two Thousand and Seven,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL.
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Vivian A. Hargbarts,
Invoking U.C.C. 1-308 Without Prejudice

Parties at interest:

Tom Goldstein – President/Chief Financial Officer - ABN AMRO
7159 Corkland Drive - Jacksonville, Florida 32258

Cc: Lisa Madigan - Attorney General – 500 S. Second St. – Springfield, Illinois 62706
William G. Holland, Auditor General – 740 E. Ash St. – Springfield, Illinois 62703

Diane - Vedder, Price, Kaufman & Kammholz, P.C.
222 N. LaSalle Street #2600 - Chicago, Illinois 60601

Ursula - Vedder, Price, Kaufman & Kammholz, P.C.-
222 North LaSalle Street – Suite 2600 - Chicago, Illinois 60601

Thomas P Desmond Same-Secretary/Registered Agent-Vedder, Price, Kaufman & Kammholz, P.C.
222 North LaSalle Street – Suite 2600 - Chicago, Illinois 60601

Violet A. Hooghkirk

C/o 772 Barnaby Place - Wheeling, Illinois [60090]

AFFIDAVIT OF OBLIGATIONVedder, Price, Kaufman & Kammholz, P.C., **Respondents**

To: Michael A Nemeroff - President

Robert J Moran - Registered Agent

222 North LaSalle Street - Suite 2600

Chicago, Illinois 60601

ALL PARTIES ARE HEREBY PUT ON NOTICE

I am the Secured Party authorized to speak for and respond on behalf VIOLET A. HOOGHKIRK and, frankly, I am puzzled. I have reviewed all of the documents sent by Vedder, Price, Kaufman & Kammholz, P.C., **Respondents** in this matter and I cannot find any agreement signed by VIOLET A. HOOGHKIRK with Vedder, Price, Kaufman & Kammholz, P.C., **Respondents** by agreement. I find ONE agreement with ABN AMRO Mortgage Group Inc., but nowhere is the name Vedder, Price, Kaufman & Kammholz, P.C., **Respondents** identified or listed on the record, IN FACT and that;

The federal and State Codes of Civil Procedure Sections that are applicable in this matter make it clear that any third party who takes any collection action in a matter is required to be a first or second party of record. According to the documents received by the Secured Party neither Michael A Nemeroff - President, Robert J Moran - Registered Agent, including but not limited to Diane, Ursula, and/or employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof, **Respondents** are not in compliance, IN FACT and that;

Therefore, this Actual and Constructive Notice that you are required by law to provide me your specific written and certified Delegation of Authority and your written acceptance by signed Agreement signed by **all parties** that Michael A Nemeroff - President, Robert J Moran - Registered Agent, including but not limited to Diane, Ursula, and/or employees at Vedder, Price, Kaufman & Kammholz, P.C. or alleged agents thereof, **Respondents** are a first or second party to any agreement. As the Secured Party I have no record of ever signing any agreement with Vedder, Price, Kaufman & Kammholz, P.C., **Respondents**, IN FACT and that;

NOTICE: it is not true that Vedder, Price, Kaufman & Kammholz, P.C., **Respondents**, **Respondents** or any other third party is authorized, hired or licensed to represent CLAIMANTS herein, in any contract with the Secured Party nor ever contracted to have represented CLAIMANTS with CLAIMANT'S understanding with knowledgeable, voluntary and intentional consent or license to Respondents to represent Claimants herein, and; whereby, if any acts and actions of said third parties have risen to the level perceived by any court as representation of CLAIMANT by any attorney including the above cited Respondents who are third party interlopers, said named third parties are hereby fired from the beginning to now and forward, IN FACT.

RESPONDENT(S) HAS TEN (10) DAYS IN WHICH TO REBUT THIS AFFIDAVIT, FROM RECEIPT OF THIS CERTIFIED MAIL, UCC 1-204. A LACK OF RESPONSE ON THE PART OF EACH MEANS ASSENT TO THIS AFFIDAVIT AND A FAULT, UCC1-201(16) EXISTS CREATING FRAUD THROUGH MATERIAL MISPRESENTATION WHICH VITIATES ALL FORMS, CONTRACTS, AGREEMENTS, ETC. EXPRESSED OR IMPLIED, FROM THE BEGINNING, UCC 1-103.

Date February 13, 2007

*Violet A. Hooghkirk*Violet A. Hooghkirk ©, Secured Party for
alleged Debtor

Parties at interest:

Tom Goldstein - President/Chief Financial Officer - ABN AMRO

7159 Corkland Drive - Jacksonville, Florida 32258

Cc: Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706

William G. Holland, Auditor General - 740 E. Ash St. - Springfield, Illinois 62703

Diane - Vedder, Price, Kaufman & Kammholz, P.C. - 222 N. LaSalle Street #2600 - Chicago, Illinois 60601

Ursula - Vedder, Price, Kaufman & Kammholz, P.C. - 222 North LaSalle Street - Suite 2600 - Chicago, Illinois 60601

Thomas P Desmond Same-Secretary/Registered Agent-Vedder, Price, Kaufman & Kammholz, P.C.

222 North LaSalle Street - Suite 2600 - Chicago, Illinois 60601

Certified Mail Article No.7005 1820 0000 1881 0346

Page 1 of 1

Evidence "K-1i"

To Respondent(s):
 The Judicial Sales Corporation
 To: August R Butera – Present/registered agent
 Nancy Vallone – CEO
 One South Wacker Dr. - 24th Floor
 Chicago, Illinois 60606

From:
 Violet A. Hooghkirk ©, Secured Party
 C/o 772 Barnaby Place
 Wheeling, Illinois [60090]

NOTICE OF DEFAULT, DEMAND, and SECOND NOTICE OF RIGHTS

23rd day of the month May, in the year two thousand and seven, Anno Domini,

Re: Cease and Desist Use and/or Usage of Copyright, Trademark or Trade-Name, and Constructive Notice was given to Respondents that, absent the validation of this claim, See 15 U.S.C., Sec. 1692 (g)(4) dated April 5, 2007

Date: May 23, 2007

NOTICE OF DEFAULT and ASSENT

On the 14th day of the April month, in the year two thousand and seven the Judicial Sales Corporation including but not limited to August R Butera – Present/registered agent, and Nancy Vallone – CEO, or alleged agents thereof, **Respondents**, received a **Cease and Desist Use and/or Usage of Copyright, Trademark or Trade-Name**, and Constructive Notice was given to Respondents that, absent the validation of this claim, See 15 U.S.C., Sec. 1692 (g)(4) dated April 5, 2007 from Presenter Secured Party – Creditor. The Undersigned, Secured Party did not receive any response or rebuttal point-for-point, including but not limited to the violation amounts within the time as stipulated. The **Cease and Desist Use and/or Usage of Copyright, Trademark or Trade-Name**, and the entire document now stands as Fact and Truth in Commerce, in its entirety a.k.a. “CONTRACT BY DEFAULT.” Each Respondent(s), and/or their agents, other co parties had ten (10) days, exclusive of the day of receipt to rebut point-for-point, each Respondent are now in **Default and Assent**. Each Respondent, and/ or their agents did not invoke the Fifth and Sixth Amendment’s of the Constitution for the United States of America. However, each were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE, Re: Certified mail article #7005 1820 0000 1881 0582, IN FACT and that;

ACCOUNTING AND TRUE BILL: *Unauthorized misuse (Invoice No 01560405071), violation fees, harassed, defamed, as well as **impose statutory damages on the Secured Party.

- The Undersigned Secured Party did not receive any response and/or rebuttal point-for-point regarding the unauthorized misuse of the Copyright, Trademark or Trade-Name without prejudice, which now stands as Fact Truth in Commerce by default, agreement and through tacit procuration in the amount of

***Sub Total: \$580,000.00+**

- The Undersigned Secured Party did not receive any response and/or rebuttal point-for-point regarding the violation fees, harassed, defamed, and **impose statutory damages on the Secured Party which now stands as Fact Truth in Commerce by default, agreement and through tacit procuration in the amount of

**** Sub Total: \$130,000.00+**

TOTAL: \$710,000.00

- Additional current accrued interest as of May 30, 2007

\$5,916.67+

TOTAL: \$715,916.67

DEMAND was, respectfully made to the named individual(s), the Judicial Sales Corporation including but not limited to August R Butera – Present/registered agent, and Nancy Vallone – CEO, or alleged agents thereof, **Respondents**, to provide DISCLOSURE regarding his/her/its actions IN FACT and that;

Said named corporation/individual(s) the Judicial Sales Corporation including but not limited to August R Butera – Present/registered agent, and Nancy Vallone – CEO, or alleged agents thereof, **Respondents, FAILED TO RESPOND** and/or **FAILED** to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions, IN FACT and that;

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103.6 *nemo debet bis vexari pro una et eadem Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment. [Translation: No one should be twice harassed for the same cause.] IN FACT and that;

CONTRACT BY DEFAULT: This is a perfected Contract by Tacit Procuration it is a STATUTE STAPLE, UCC CONFIRMATORY WRITING. Each Respondent is estopped by the “DOCTRINES OF ESTOPPEL” by “AGREEMENT/CONTRACT” and by “ESTOPPEL BY ACQUIESCENCE” by and through Tacit Procuration and all associated documents which is conclusive evidence that the Undersigned, Secured Party is the superior lien holder, IN FACT and that;

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7005 1820 0000 1881 0902, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1).

Scaled on or about this 19th day of the month May, in the Year of Our Lord Two Thousand and Seven,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL/ NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Nicole A. Houghkins,
Invoking U.C.C. 1-308 Without Prejudice

Parties at interest:

Tom Goldstein – President/Chief Financial Officer - ABN AMRO - 7159 Corkland Drive - Jacksonville, Florida 32258

Cc: August R Butera – President/registered agent-The Judicial Sales Corporation

9208 S Central PK-Ever Green Park, Illinois 60805

Peter J Bimbaum-Secretary/registered agent-Judicial Sales Corporation

33 N Dearborn 2nd FL Chicago, Illinois 60602

Henry L. Shulruff-registered agent-Judicial Sales Corporation

One South Wacker Dr.-24th Floor-Chicago, Illinois 60606

Lisa Madigan - Attorney General – 500 S. Second St. – Springfield, Illinois 62706

Lisa Madigan - Attorney General -- 100 W. Randolph Street, 12th Floor – Chicago, Illinois 60601

William G. Holland, Auditor General – 740 E. Ash St. – Springfield, Illinois 62703

NOTICE AND DEMAND – ACTUAL AND CONSTRUCTICE NOTICE

Certified Mail Article No. 7005 1820 0000 1881 0582

The Judicial Sales Corporation,
Attn: August R Butera – Present/registered agent
Nancy Vallone – CEO
One South Wacker Dr. – 24th Floor
Chicago, Illinois 60606

Violet A. Hooghkirk, Secured Party
C/o 772 Barnaby Place
Wheeling, Illinois [60090]

Re: Notice of Prior and Superior Claim/Lien

CEASE AND DESIST COLLECTION ACTIVITIES PRIOR TO VALIDATION OF PURPORTED DEBT

The Undersigned Secured Party directs your attention to both of your court styled alleged documents 1) stamped/dated March 14, 2007, and 2) stamped/dated April 4, 2007, and it appears that the employees at the Judicial Sales Corporation and/or your agents/officers thereof, are attempting to make themselves a party to this action regarding Loan #0009000194, including but not limited to #2006-07300418352. Each is merely a third party interloper; each and their agents are in violation of and can be held personally liable under the Erie and Clearfield Doctrines. IN FACT and that;

The Undersigned Secured Party also directs your attention to 15 U.S.C., Sec. 1692 (c) that states that a “false, deceptive, and misleading presentation, in connection with the collection of any debt” includes the false representation of the character or legal status of any debt. It further identifies as a deceptive practice any threat to take any action which cannot be legally taken IN FACT and that;

The employees at the Judicial Sales Corporation, and/or your agents/officers take NOTICE that the Undersigned, Secured Party is holder in due course of the property commonly know as 772 Barnaby Place – Wheeling, Illinois 60090, before any adversarial party, third party intervener and/or their agents/co parties want or take possession of property described above, this is NOTICE and DEMAND that they must first satisfy and pay the Undersigned, Secured Party’s amount that is stipulated on the **Claim of Lien** (UCC 9-334), the total vested interest as amended currently in the amount of **\$400,058.38**, and has been Published in an adjudicated news paper. These UCC filings are in place prior to any adversarial or hostile presentment(s). See United Tobacco Warehouse vs. Wells 490 SW 2d 152 (1973). Both State and Federal Courts have ruled the first to file a UCC 1 has priority. Therefore, there is no controversy IN FACT and that;

CAVEAT/NOTICE: If said property identified herein is exchanged, sold, tendered or in any manner disposed of without due compensation of the Vested Interest with full and complete remuneration to Violet A. Hooghkirk, Secured Party, those found in Trespass will constitute in fact Criminal Conversion Fraud, and will be prosecuted to the fullest extent of the law.

Both of your court styled alleged documents 1) stamped/dated March 14, 2007, and 2) stamped/dated April 4, 2007, and all associated documents that the employees at the Judicial Sales Corporation and/or your agents/officers thereof have sent omits information which should have been disclosed, such vital citations, disclosing the agency’s jurisdictional and statutory authority. Your court styled alleged documents (above) further contains false, deceptive and misleading representation, and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to them and to surrender certain substantive legal and statutory rights, IN FACT and that;

This is Constructive Notice that, absent the validation of this claim, Sec 15 U.S.C., Sec. 1692 (g)(4) within (10) days, each must cease and desist any collection activity and is hereby prohibited from contacting the Undersigned Secured Party through the mail, by telephone, in person, at my home, or at work. Each is further prohibited from contacting the bank, employer or any third party connected to the Undersigned. Each and every attempt of such contact, in violation of this act, will constitute harassment, defamation of character and will subject this agency and/or board including any and all agents in his/her/their capacity, who take part in such harassment and defamation to liability for actual damages, as well as statutory damages up to \$10,000.00 for each and every violation plus a further liability for legal fees to be paid to any counsel which the Undersigned may retain. Furthermore, absent such validation of this claim, each is prohibited from filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any Credit Reporting Agency regarding this disputed purported debt, which said **Bills of Exchange** (now tendered) discharged both mortgage debts of the Undersigned Secured Party in their entirety. Therefore, the Undersigned is no longer liable for the claims by Claimants (ABN AMRO/LaSalle Bank NA) IN FACT and that;

Evidence “K-1j”

Finally, pursuant to the **Fair Debt Collection Practices Act, Title 15, U.S.C., Sec. 1692 (g)(8)**, as you are merely an "agency" or "board" acting on behalf of someone else, this is a Demand that you provide the name of the original "principal" or "holder in due course" for whom the Judicial Sales Corporation and/or agents/officers are attempting to collect this debt, IN FACT.

The Undersigned hereby attests that, to the best of the knowledge and belief of the Undersigned the above information is true correct and complete in accordance with Title 28 Sec. 1746(1).

the Judicial Sales Corporation or alleged agents thereof, have already harassed, violated, and defamed, as well as imposed statutory damages on the Undersigned Secured Party, in the amount of ***Total: \$130,000.00+**

CEASE AND DESIST USE AND/OR USAGE OF COPYRIGHT, TRADEMARK OR TRADE-NAME

The Undersigned Secured Party is in receipt of a Bonded *Notice by Affidavit for Notice of Consequence for Infringement of Copyright, Trademark or Trade-Name*. (See Attached Notice) The Secured Party has a commercial unlimited security interest and common law right in and to the Copyright, Trademark or Trade-Name without prejudice, UCC 1-308. See United States Codes 15 USC § 1125, and 18 USC § 3571 IN FACT and that;

Therefore, this is **Notice and Demand - Actual and Constructive Notice** to August R Butera - Present/registered agent, Nancy Vallone - CEO, including but not limited to the employees at The Judicial Sales Corporation or alleged agents thereof who are purported to be in possession of a file with documentation in regards to the Undersigned Secured Party, IN FACT and that;

According to the acceptance of the Debtor's collateral for securing contractual obligation in the favor of the Secured Party, the documentation that is in your possession has already been bonded with a Silver Surety Bond (Performance Bond) in accordance with CFR 31 at Part 203, accepted for value. This property is exempt from Levy/Lien. (See attached) copy of a filed UCC-1 Financing Statement that both state and federal courts now acknowledge holds a prior superior claim to this report IN FACT and that;

The Secured Party and the alleged Debtor has not given consent or approval for the employees at the Judicial Sales Corporation or alleged agents thereof any authorized permission to use and/or the usage of the Copyright, Trademark or Trade-Name of the Undersigned IN FACT and that;

Therefore, the employees at the Judicial Sales Corporation or alleged agents thereof are to **Cease and Desist immediately** from further use and/or usage of the Copyright, Trademark or Trade-Name of the Undersigned, from the beginning to now and forward IN FACT and that;

NOTICE AND DEMAND - in each and every violation per use and/or usage without the Secured Parties written consent there will be a \$4,000.00 amount attached towards per use and/or usage of the Copyright, Trademark or Trade-Name therein, and the amount will very depending on the circumstances thereon IN FACT and that;

The employees at the Judicial Sales Corporation or alleged agents thereof have already misused and violated the Undersigned Secured Party's common law right in and to the Copyright, Trademark or Trade-Name without prejudice, UCC 1-308. See United States Codes 15 USC § 1125, and 18 USC § 3571, One Hundred and Forty-Five (145) times/occurrences, in the amount of ***Total: \$580,000.00+**

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS / NOTICE TO THE AGENTS IS NOTICE TO THE PRINCIPAL.
(U.S.S.E.C.) Tracer Flag Invoice Number 01560405071
(United States Securities and Exchange Commission)

*Each Respondent herein has ten (10) days to rebut point-for-point these violation amounts.

A lack of response on the part of each means an acceptance and agreement, UCC 1-201 (16), exists as to the conditions and terms detailed in this Notice, UCC 1-103.

Date: April 5, 2007

By the seal of,


Violet A. Hooghkirk ©, Secured Party

Parties at interest:

Tom Goldstein - President/Chief Financial Officer - ABN AMRO - 7159 Corkland Drive - Jacksonville, Florida 32258
Cc: August R Butera - President/registered agent - Judicial Sales Corporation - 9208 S Central PK-Ever Green Park, Illinois 60805
Peter J Bimbaum-Secretary/registered agent - Judicial Sales Corporation - 33 N Dearborn 2nd FL Chicago, Illinois 60602
Henry L Shulruff-registered agent-Judicial Sales Corporation - One South Wacker Dr.-24th Floor-Chicago, Illinois 60606
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
William G. Holland, Auditor General - 740 E. Ash St. - Springfield, Illinois 62703

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff,

-v.-

05 CH 19333

VIOLET HOOGHKIRK A/K/A VIOLET A.
HOOGHKIRK A/K/A VIOLET ALBERTA
HOOGHKIRK, et al

Defendant

NOTICE OF SALE

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a Judgment of Foreclosure and Sale entered in the above cause on October 19, 2006, an agent of The Judicial Sales Corporation will at 10:30 AM on April 3, 2007, at the office of The Judicial Sales Corporation, One South Wacker Drive - 24th Floor, CHICAGO, IL, 60606, sell at public auction to the highest bidder, as set forth below, the following described real estate:

UNIT 94-A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CHELSEA COVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22604309, AS AMENDED FROM TIME TO TIME, OF PART SECTIONS 2,3,4,9 AND 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 772 BARNABY PLACE, UNIT 94A, Wheeling, IL 60090

Property Index No. 03-03-400-063-1021

The real estate is improved with a condominium.

The judgment amount was \$115,250.84.

Sale terms: 25% down of the highest bid by certified funds at the close of the auction; the balance, in certified funds, is due within twenty-four (24) hours. The subject property is subject to general real estate taxes, special assessments, or special taxes levied against said real estate and is offered for sale without any representation as to quality or quantity of title and without recourse to Plaintiff and in "AS IS" condition. The sale is further subject to confirmation by the court.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

If this property is a condominium unit, the purchaser of the unit at the foreclosure sale, other than a mortgagee shall pay the assessments and the legal fees required by The Condominium Property Act, 765 ILCS 605/9(g)(1) and (g)(4).

Evidence "K-1j"

Notice of Sale

Upon payment in full of the amount bid, the purchaser will receive a Certificate of Sale that will entitle the purchaser to a deed to the real estate after confirmation of the sale

The property will **NOT** be open for inspection and plaintiff makes no representation as to the condition of the property. Prospective bidders are admonished to check the court file to verify all information.

For information, contact Plaintiff's attorney: The Sale Clerk, CODILIS & ASSOCIATES, P.C. , 15W030 NORTH FRONTAGE ROAD, SUITE 100, BURR RIDGE, IL 60527, (630) 794-9876 between the hours of 1 and 3 PM only and ask for the sales department.. Please refer to file number 14-05-D041.

THE JUDICIAL SALES CORPORATION One South Wacker Drive, 24th Floor, Chicago, IL 60606-4650 (312) 236-SALE

CODILIS & ASSOCIATES, P.C.
15W030 NORTH FRONTAGE ROAD, SUITE 100
BURR RIDGE, IL 60527
(630) 794-9876
Attorney File No.: 14-05-D041
ARDC# 00468002
Attorney Code. 21762

Case # 05 CH 19333

NOTE: Pursuant to the Fair Debt Collection Practices Act, you are advised that Plaintiff's attorney is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Evidence "K-1j"

To Respondent(s):

The Judicial Sales Corporation
 To: August R Butera – Present/registered agent
 Nancy Vallone – CEO
 One South Wacker Dr. - 24th Floor
 Chicago, Illinois 60606

From:

Violet A. Hooghkirk ©, Secured Party
 C/o 772 Barnaby Place
 Wheeling, Illinois [60090]

**NOTICE OF DEFAULT, DEMAND,
 and SECOND NOTICE OF RIGHTS**

22nd day of the month May, in the year two thousand and seven, Anno Domini,

Re: Affidavit of Obligation dated April 3, 2007

Date: May 22, 2007

NOTICE OF DEFAULT and ASSENT

On or about the 5th day of the April month, in the year two thousand and seven, the Judicial Sales Corporation including but not limited to August R Butera – Present/registered agent, and Nancy Vallone – CEO, or alleged agents thereof, **Respondents**, each received an **Affidavit of Obligation** dated April 3, 2007 from Presenter Secured Party – Creditor. The Undersigned, Secured Party did not receive any response or rebuttal point-for-point within the time as stipulated, the **Affidavit of Obligation** now stands as Fact and Truth in Commerce, a.k.a. “CONTRACT BY DEFAULT.” Each Respondent(s), and/ or their agents, and other co parties had ten (10) days, exclusive of the day of receipt to rebut point-for-point, and are now in **Default and Assent**. Each Respondent, and/or their agents did not invoke the Fifth and Sixth Amendment’s of the Constitution for the United States of America. However, each were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE, Re: Certified mail article # 7005 1820 0000 1881 0599, IN FACT and that;

DEMAND was, respectfully made to the named individual(s), the Judicial Sales Corporation including but not limited to August R Butera – Present/registered agent, and Nancy Vallone – CEO, or alleged agents thereof, **Respondents**, to provide DISCLOSURE regarding his/her/its actions IN FACT and that;

Said named corporation/individual(s) the Judicial Sales Corporation including but not limited to August R Butera – Present/registered agent, and Nancy Vallone – CEO, or alleged agents thereof, **Respondents**, FAILED TO RESPOND and/or FAILED to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions, IN FACT and that;

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103.6 *nemo debet bis vexari pro una et eaden Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment. [Translation: No one should be twice harassed for the same cause.] IN FACT and that;

CONTRACT BY DEFAULT: This is a perfected Contract by Tacit Procuration it is a STATUTE STAPLE, UCC CONFIRMATORY WRITING. Each Respondent is estopped by the “DOCTRINES OF ESTOPPEL” by “AGREEMENT/CONTRACT” and by “ESTOPPEL BY ACQUIESCENCE” by and through Tacit Procuration and all associated documents which is conclusive evidence that the Undersigned, Secured Party is the superior lien holder, IN FACT.

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7005 1820 0000 1881 0896, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1)

Scaled on or about this 22nd day of the month May, in the Year of Our Lord Two Thousand and Seven,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: *David A. Hargrave*,
Invoking U.C.C. 1-308 Without Prejudice

Parties at interest:

Tom Goldstein -- President/Chief Financial Officer - ABN AMRO - 7159 Corkland Drive - Jacksonville, Florida 32258

Cc: August R Butera -- President/registered agent-The Judicial Sales Corporation
9208 S Central PK-Ever Green Park, Illinois 60805

Peter J Bimbaum-Secretary/registered agent-Judicial Sales Corporation
33 N Dearborn 2nd FL Chicago, Illinois 60602

Henry L Shulruff-registered agent-Judicial Sales Corporation
One South Wacker Dr.-24th Floor-Chicago, Illinois 60606

Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706

Lisa Madigan - Attorney General 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601

William G. Holland, Auditor General -- 740 E. Ash St. - Springfield, Illinois 62703

Violet A. Hooghkirk

C/o 772 Barnaby Place – Wheeling, Illinois [60090]

AFFIDAVIT OF OBLIGATIONThe Judicial Sales Corporation, **Respondents**

To: August R Butera – Present/registered agent

Nancy Vallone – CEO

One South Wacker Dr. - 24th Floor

Chicago, Illinois 60606

ALL PARTIES ARE HEREBY PUT ON NOTICE

I am the Secured Party authorized to speak for and respond on behalf VIOLET A. HOOGHKIRK and, frankly, I am puzzled. I have reviewed all of the documents sent by the Judicial Sales Corporation, **Respondents** in this matter and I cannot find any agreement signed by VIOLET A. HOOGHKIRK with the Judicial Sales Corporation, **Respondents** by agreement. I find ONE agreement with ABN AMRO Mortgage Group Inc., but nowhere is the name the Judicial Sales Corporation, **Respondents** identified or listed on the record, IN FACT and that;

The federal and State Codes of Civil Procedure Sections that are applicable in this matter make it clear that any third party who takes any collection action in a matter is required to be a first or second party of record. According to the documents received by the Secured Party neither August R Butera – Present/registered agent, Nancy Vallone – CEO, including but not limited to the employees at the Judicial Sales Corporation or alleged agents thereof, **Respondents** are not in compliance, IN FACT and that;

Therefore, this Actual and Constructive Notice that you are required by law to provide me your specific written and certified Delegation of Authority and your written acceptance by signed Agreement signed by *all parties* that August R Butera – Present/registered agent, Nancy Vallone – CEO, including but not limited to the employees at the Judicial Sales Corporation or alleged agents thereof, **Respondents** are a first or second party to any agreement. As the Secured Party I have no record of ever signing any agreement with the Judicial Sales Corporation, **Respondents**, IN FACT and that;

NOTICE: it is not true that the Judicial Sales Corporation, **Respondents**, or any other third party is authorized, hired or licensed to represent CLAIMANTS herein, in any contract with the Secured Party nor ever contracted to have represented CLAIMANTS with CLAIMANT'S understanding with knowledgeable, voluntary and intentional consent or license to Respondents to represent Claimants herein, and; whereby, if any acts and actions of said third parties have risen to the level perceived by any court as representation of CLAIMANT by any attorney including the above cited Respondents who are third party interlopers, said named third parties are hereby fired from the beginning to now and forward, IN FACT.

RESPONDENT(S) HAS TEN (10) DAYS IN WHICH TO REBUT THIS AFFIDAVIT, FROM RECEIPT OF THIS CERTIFIED MAIL, UCC 1-204. A LACK OF RESPONSE ON THE PART OF EACH MEANS ASSENT TO THIS AFFIDAVIT AND A FAULT, UCC1-201(16) EXISTS CREATING FRAUD THROUGH MATERIAL MISPRESENTATION WHICH VITIATES ALL FORMS, CONTRACTS, AGREEMENTS, ETC. EXPRESSED OR IMPLIED, FROM THE BEGINNING, UCC 1-103.

Date: April 3, 2007

*Violet A. Hooghkirk*Violet A. Hooghkirk ©, Secured Party for
alleged Debtor

Parties at interest:

Tom Goldstein – President/Chief Financial Officer - ABN AMRO - 7159 Corkland Drive - Jacksonville, Florida 32258

Cc: August R Butera – President/registered agent-The Judicial Sales Corporation

9208 S Central PK-Ever Green Park, Illinois 60805

Peter J Birnbaum-Secretary/registered agent-Judicial Sales Corporation

33 N Dearborn 2nd FL Chicago, Illinois 60602

Henry L Shulruff-registered agent-Judicial Sales Corporation

One South Wacker Dr.-24th Floor-Chicago, Illinois 60606

Lisa Madigan - Attorney General – 500 S. Second St. - Springfield, Illinois 62706

Lisa Madigan - Attorney General – 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601

William G. Holland, Auditor General – 740 E. Ash St. – Springfield, Illinois 62703

Certified Mail Article No.7005 1820 0000 1881 0599

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Evidence “K-1k”

To Respondent(s):

Tressler, Soderstrom, Maloney & Priess LLP
 Attn: Lara A. Anderson, Attorney, and
 Linda J. Greever, Paralegal
 305 West Briarcliff Road Suite 201
 Bolingbrook, Illinois 60440

From:

Violet A. Hooghkirk ©, Trustee,
 Secured Party - Barnway Trust
 C/o 772 Barnaby place
 Wheeling, Illinois [60090]

**NOTICE OF DEFAULT, AND ASSENT, DEMAND,
 and SECOND NOTICE OF RIGHTS**

28th day of the month July, in the year two thousand and six, Anno Domini,

Re: Notice and Demand - Cease and Desist Collection Activities Prior to Validation of Purported Debt,
 dated July 8, 2006. Date: July 28, 2006

NOTICE OF DEFAULT AND ASSENT

On the 14th day of the month July, in the year two thousand and six Tressler, Soderstrom, Maloney & Priess LLC, including but not limited to Lara A. Anderson - Attorney, and Linda J. Greever - Paralegal, and/or their Agents/Officers or other Co Parties, received a **Notice and Demand - Cease and Desist Collection Activities Prior to Validation of Purported Debt**, dated July 8, 2006 from Presenter Secured Party - Creditor. Each Respondent(s), and/or their Agents, and other Co Parties had Ten (10) days, exclusive of the day of receipt to rebut this **Notice and Demand** point-for-point IN FACT and that;

Affiant did not receive any rebuttal point for point regarding the **Notice and Demand - Cease and Desist Collection Activities Prior to Validation of Purported Debt** on any point(s) or their item(s) from the Respondent(s). The **Notice and Demand** now stands as Fact and Truth in Commerce, a.k.a. "CONTRACT BY DEFAULT" and Affiant remains holder in due course IN FACT and that; Each Respondent, and/ or their Agents did not invoke the Fifth and sixth Amendment's of the Constitution for the United States of America. However, each were under Public Law 93-579; FOIA (5 USC 552); PA (5USC 552a) and U.C.C. 1-103.6, as administrative demands were made, with NOTICE, DEMAND AND CAVEAT, PRIOR TO RESPONSE. See Attachments.

DEMAND was, respectfully made to the named individual(s), Tressler, Soderstrom, Maloney & Priess LLC, including but not limited to Lara A. Anderson - Attorney, and Linda J. Greever - Paralegal, and/or their Agents/Officers or other Co Parties, to provide DISCLOSURE regarding his/her/its actions.

Said named corporation/individual(s) Tressler, Soderstrom, Maloney & Priess LLC, including but not limited to Lara A. Anderson - Attorney, and Linda J. Greever - Paralegal, and/or their Agents/Officers or other Co Parties, FAILED TO RESPOND and/or FAILED to provide ANY information or disclosure documents required by LAW, and demanded by the respondents notice and the questions.

By failure to do so, NOW and FOREVER each Respondent and their offices have yield to Estoppel, Waiver fraud, etc., under U.C.C. 1-103, 1-103.6 *nemo debet bis vexari pro una et eadem Causa*, and such willful refusal may subject each Respondent to Civil Liabilities or Criminal punishment.

CONTRACT BY DEFAULT: This is a perfected Contract by Tacit Procuration it is a STATUTE STAPLE, UCC CONFIRMATORY WRITING. Each Respondent is estopped by the "DOCTRINES OF ESTOPPEL" by "AGREEMENT/CONTRACT" and by "ESTOPPEL BY ACQUIESCENCE" by and through Tacit Procuration and all associated documents which is conclusive evidence that the Affiant is the superior lien holder IN FACT and that;

NOTICE: Affiant remains holder in due course of the CLAIM/AGREEMENT/CONTRACT, (as stipulated) through the year 2100 AD, and all associated documents IN FACT and that; Affiant remains holder of the duly discharged claims through **BONDED REGISTERED BILL OF EXCHANGE** and honored by each Respondent at Chelsea Cove with acknowledgement from John W. Snow, Trustee in accordance with The Administrative Procedures Act 5 USC 706. Affiant holds the BOND pursuant to the Uniform Commercial Code in accordance with 31 CFR Part 203 IN FACT and that;

Affiant has demonstrated and according to and within administrative law, *Stare Decisis*, Therefore, there was never and there is not now any controversy, and this matter is settled AB INITIO, RES JUDICATTA, *Stare Decisis*, and this matter is NOW deemed discharged in regard to any obligation with prejudice now and forever IN FACT and that;

NOTICE: each Respondent has received Notice of Default, and therefore, should they make any adversarial and/or hostile presentment(s) in any court of competent jurisdiction, or anyone in their stead written or oral, are subject to the provisions of F.R.C.P. RULE 9(h), leading to the Supplements of the Rules of Admiralty, which provides for those who are found in Trespass after a Default are subject to a Certificate of Exigency, which is filed with the Clerk of the Court/Warrant Officer, for an immediate warrant for their arrest IN FACT and that;

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above reference matter without liability therefore (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979), except to restore the Secured Party to his/her former status, and that I have secured rights, privileges, privacy and immunities and each is so protected is valued at no less than one million dollars each, DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984).

NOTICE OF LIEN: Violation and/or invasion of any above denominated rights per violative, shall act as a lien upon the nonexempt property of each presentee as follows: Nonexempt household goods; and real estate; and future earnings; and other personal property.

VERIFICATION: I verify that a true copy of this Notice of Default, and Demand, was duly served upon the before named individual at the offices before stated via CERTIFIED MAIL NUMBER 7005 1820 0000 1880 9487, Return Receipt, and that I am competent to testify in the matters herein stated; that I have personal knowledge of all of the facts which relate to this service and the above named response on the record; that the allegations stated herein are true and correct in entirety to be best of my knowledge, belief and upon information, the Undersigned Affiant, certifies, and declares under penalty of perjury, under the laws of the united States of America Title 28 USC 1746 (1)

Sealed this 3rd day of the month August, in the Year of Our Lord Two Thousand and Six,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Affiant: Violet A. Houghbair
Invoking U.C.C. 1-308 Without Prejudice

Parties at interest:

David Cantwell – President - Chelsea Cove Condominium –
624 Bridgeport – Wheeling, Illinois 60090

Jeffrey Meyers – Secretary -- Chelsea Cove Condominium –
775 Barnaby Place - Wheeling, Illinois 60090

Cc: Robert McCallum of the, President's Corporate Fraud Task Force – DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530

Lisa Madigan - Attorney General – 500 S. Second St. – Springfield, Illinois 62706

Lisa Madigan - Attorney General

100 W. Randolph Street, 12th Floor -- Chicago, Illinois 60601

William G. Holland, Auditor General – 740 E. Ash St. – Springfield, Illinois 62703

J. Russell George – Acting Treasury Inspector General for Tax Administration

1500 Pennsylvania Ave NW – Washington, D.C. 20224

Chief Information Officer -- Treasury Data Integrity Board

1500 Pennsylvania Ave NW – Washington, D.C. 20224

Kevin Brown – CSB/IRS SPH Office – 5000 Ellin Rd – Lanham, Maryland 20706

Robert Cloonan – IRS – P.O. Box 245 Bensalem, Pennsylvania 19020

Richard L. Gregg – 401 14th Street SW Room 548 - Washington, D.C. 20227

NOTICE AND DEMAND

Tressler, Soderstrom, Maloney & Priess
 Attn: Lara A. Anderson, Attorney, and
 Linda J. Greever, Paralegal
 305 West Briarcliff Road Suite 201
 Bolingbrook, Illinois 60440

Violet A. Hooghkirk ©, Trustee,
 Secured Party - Barnway Trust
 C/o 772 Barnaby place
 Wheeling, Illinois [60090]

Re: CLAIM/AGREEMENT/CONTRACT (as stipulated) and the Claims that were (Both Discharged)

**CEASE AND DESIST COLLECTION ACTIVITIES
 PRIOR TO VALIDATION OF PURPORTED DEBT**

Pursuant to the **Fair Debt Collection Practices Act, 15 U.S.C. Sec., 1601, 1692 et seq.**, this constitutes timely written Notice that I required to decline to pay the attached erroneous purported debt which is unsigned and unattested, and which I herein discharge and cancel in its entirety, with out dishonor, on the grounds of breach, false representation and fraud. Point #1 these claim(s) have been lawfully and fully discharged in accordance with The Administrative Procedures Act 5 USC 706 with acknowledgement from John W. Snow, Trustee, without dishonor. Therefore, there is no controversy IN FACT and that;

Affiant has in her possession the conclusive evidence and are found under the heading(s) Point #2 the One (1) **AGREEMENT/CONTRACT/CHECK**, (as stipulated), Two (2) **BILLING STATEMENTS** (Unrebutted), **CLAIM OF LIEN** (UCC 9-334) (#0513849062), Three (3) **UCC-1 FINANCING STATEMENTS** (State recording(s) #9166858FS, #10435110FS, #10514428FS, and County recording(s), #0600555133, #0600555135, and all associated documents. Affiant has not received any response or rebuttal point-for-point from Chelsea Cove Condominium Assoc. Re: the **AGREEMENT/CONTRACT/CHECK** (as stipulated). The documents above now stand as Fact and Truth in Commerce. Therefore, these facts are evidence that Affiant is the superior lien holder and holds the **BOND** pursuant to the Uniform Commercial Code in accordance with 31 CFR Part 203. Therefore, there is no controversy IN FACT and that;

Tressler, Soderstrom, Maloney & Priess, including but not limited to Lara A. Anderson - Attorney, and Linda J. Greever - Paralegal, and/or their Agents/Co Parties take NOTICE that Affiant remains holder in due course of the **CLAIM/AGREEMENT/CONTRACT**. Point #3 before any adversarial party or their agents/co parties want and/or take possession, this is Notice and Demand that they must first satisfy and pay the Undersigned, Secured Parties amount that is stipulated on the **Claim of Lien** (UCC 9-334) and the total vested interest as amended in the amount of **\$335,564.72**. These UCC filings are in place prior to any adversarial or hostile presentment(s). See United Tobacco Warehouse vs. Wells 490 SW 2d 152 (1973). Both State and Federal Courts have ruled the first to file a UCC 1 has priority. Therefore, there is no controversy IN FACT and that;

15 U.S.C., Sec. 1692 (c) states that a "false, deceptive, and misleading presentation, in connection with the collection of any debt" includes the false representation of the character or legal status of any debt. It further identifies as a deceptive practice any threat to take any action which cannot be legally taken IN FACT and that;

The alleged Notice Tressler, Soderstrom, Maloney & Priess, including but not limited to Lara A. Anderson - Attorney, and Linda J. Greever - Paralegal, and/or their Agents/Co Parties have sent dated June 29, 2006 omits information, and the **FACTS** regarding and stated in Points #1, #2, and #3 above which should have been disclosed, such vital citations, disclosing the agency's jurisdictional and statutory authority. Said Notice further contains false, deceptive and misleading representation, and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to them and to surrender certain substantive legal and statutory rights. To act upon this Notice would divest one of his/her property and their prerogative rights, resulting in a legal injury IN FACT and that;

Pursuant to 15 U.S.C., Sec. 1692 (g)(4) **Validation of Debts**. If Tressler, Soderstrom, Maloney & Priess, and/or their Agents/Co Parties including but not limited to Lara A. Anderson - Attorney, and Linda J. Greever - Paralegal have evidence to validate your claim that the attached does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that within (10) days, you provide such validation and supporting evidence to substantiate your claim. Until the requirements of the **Fair Debt Practices Act** have been met and your claim is validated, Tressler, Soderstrom, Maloney & Priess, and/or their Agents/Co Parties including but not limited to Lara A. Anderson - Attorney, and Linda J. Greever - Paralegal have no jurisdiction to continue any collection activities IN FACT and that;

This is Constructive Notice that, absent the validation of your claim within (10) days, you must cease and desist any collection activity and are hereby prohibited from contacting me through the mail, by telephone, in person, at my home, or at work. You are further prohibited from contacting my bank, my employer or any third party. Each and

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every attempt of such contact, in violation of this act, will constitute harassment, defamation of character and will subject your agency and/or board including any and all agents in his/her/their capacity, who take part in such harassment and defamation to liability for actual damages, as well as statutory damages up to \$ 10,000.00 for each and every violation plus a further liability for legal fees to be paid to any counsel which I may retain. Furthermore, absent such validation of your claim, you are prohibited from filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any Credit Reporting Agency regarding this disputed purported debt IN FACT and that;

Finally, pursuant to the Fair Debt Collection Act, Title 15, U.S.C., Sec. 1692 (g)(8), as you are merely an "agency" or "board" acting on behalf of someone else, this is a Demand that you provide the name of the original "principal" or "holder in due course" for whom you are attempting to collect this debt.

I hereby attest that, to the best of my knowledge and belief that the above information is true correct and complete.

By the Seal of,

Date: July 8, 2006

Violet A. Hooghkirk
Violet A. Hooghkirk ©, Secured Party
- Creditor UCC 1-308

Parties at interest:

David Cantwell - President - Chelsea Cove Condominium -
624 Bridgeport - Wheeling, Illinois 60090
Jeffrey Meyers - Secretary - Chelsea Cove Condominium -
775 Barnaby Place - Wheeling, Illinois 60090

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ
950 Pennsylvania Ave NW - Washington, D.C. 20530
Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706
Lisa Madigan - Attorney General
100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601
William G. Holland, Auditor General - 740 E. Ash St. - Springfield, Illinois 62703
J. Russell George - Acting Treasury Inspector General for Tax Administration
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Chief Information Officer - Treasury Data Integrity Board
1500 Pennsylvania Ave NW - Washington, D.C. 20224
Kevin Brown - CSB/IRS SPH Office - 5000 Ellin Rd - Lanham, Maryland 20706
Robert Cloonan - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020
Richard L. Gregg - 401 14th Street SW Room 548 - Washington, D.C. 20227

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TRESSLER, SODERSTROM, MALONEY & PRIESS
ATTORNEYS AT LAW

305 West Briarcliff Road
Suite 201
P.O. Box 1158
Bolingbrook, IL 60440
630/759-0800
Fax 630/759-9436
www.tsmpl.com

Lara A. Anderson, Attorney
Linda J. Greever, Paralegal
lgreever@tsmp.com

June 29, 2006

Violet A. Hooghkirk
772 Barnaby Place
Wheeling, IL 60090

Barnway Trust
772 Barnaby Place
Wheeling, IL 60090

RE: Chelsea Cove Condominium Association (the "Association")
Amount Owed: \$985.12

Dear Ms. Hooghkirk and Gentlemen:

Your account has been turned over to us for collection. This letter is an attempt to collect a debt under the Fair Debt Collection Practices Act. Any information obtained will be used for that purpose. Enclosed is an itemization of your account we received from the Association which does not include the \$50.00 charge added to your account for our services.

Unless you notify this office in writing within 31 days from the date of this letter that you dispute the validity of the debt or any portion thereof, we will assume this debt is valid. If you notify this office in writing within 31 days from the date of this letter, we will obtain verification of the debt and a copy of the verification will be mailed to you.

A tract search has been ordered to verify your ownership and the name of all lenders as a prerequisite to filing a Lien against your property. As stated in the Declaration, all costs for the tract search, lien and further legal action will be added to your account.

We intend to proceed to collect the amount that the Association claims you owe by proceeding with a 31-day Notice and Demand for Possession. The amount you owe should be sent to Tressler, Soderstrom, Maloney & Priess, made payable to your Association in the form of a certified check, cashiers' check or money order. **DO NOT SEND PERSONAL CHECKS.**

If you have any questions, please do not hesitate to contact my Paralegal, Linda J. Greever.

Sincerely,



Lara A. Anderson

LA/kam
Enclosure
cc: Williamson Management

CHICAGO, ILLINOIS

LOS ANGELES, CALIFORNIA

ORANGE COUNTY, CALIFORNIA

WHEATON, ILLINOIS

NEWARK, NEW JERSEY

NEW YORK, NEW YORK

Evidence "K-1I"